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Per local Rule, This case is assigned to  
Judge Treat, Charles S, for all purposes.

5 Attorneys for Plaintiff  
6 Nicholas Rounsaville

SUMMONS ISSUED

7  
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9 **FOR THE COUNTY OF CONTRA COSTA**

10 NICHOLAS ROUNSAVILLE, an individual,  
11 Plaintiff,  
12 v.  
13 STANDARD PLUMBING SUPPLY  
14 COMPANY, INC., a Utah corporation; and  
DOES 1 through 10, inclusive,  
15 Defendants.

Case No. C24-03074

**NICHOLAS ROUNSAVILLE’S  
COMPLAINT PURSUANT TO THE  
PRIVATE ATTORNEYS GENERAL ACT  
(“PAGA”) (LAB. CODE § 2698, ET SEQ.)**

Nicholas Rounsaville brings this action against Defendant Standard Plumbing Supply Company, Inc. and Does 1 through 10, inclusive (collectively, "Defendants"), and alleges as follows:

### **THE PARTIES**

1. Plaintiff Nicholas Rounsaville ("Plaintiff") is an individual residing in the County of San Joaquin, California and worked for Defendants as a non-exempt Sales Representative from December 1, 2021 through May 31, 2024.

2. Defendant Standard Plumbing Supply Company, Inc. ("Standard Plumbing Supply") is a Utah corporation with its principal place of business in Sandy, Utah. Standard Plumbing Supply conducts business in numerous counties throughout the State of California, including in Contra Costa County and is the current or former employer of Plaintiff and of the putative Class. Defendants suffered and permitted Plaintiff and the Class to work, and/or controlled their wages, hours, or working conditions.

3. Plaintiff is unaware of the true names and capacities of the defendants sued as Does 1 through 10, inclusive, and therefore sues these defendants by fictitious names. Plaintiff will amend this complaint to allege their true names and capacities when the same have been ascertained. Plaintiff is informed and believes that each of the fictitiously named defendants is responsible in some manner for the occurrences herein alleged and that Plaintiff's damages were proximately caused by said defendants' conduct.

4. At all times mentioned herein, the Defendants named as Does 1 through 10, inclusive, and each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or injured Plaintiff and other employees in the State of California.

5. Plaintiff is informed and believes and, on that basis, alleges that at all relevant times each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and the other employees described below, and exercised control over their wages, hours, and working conditions. Plaintiff is informed and believes, and on that basis alleges that, at all relevant times, each Defendant was the principal, agent, partner, joint venturer, officer, director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in

1 interest of some or all of the other Defendants, and was engaged with some or all of the other  
2 Defendants in a joint enterprise for profit, and bore such other relationships to some or all of the  
3 other Defendants so as to be liable for their conduct with respect to the matters alleged below.  
4 Plaintiff is informed and believes and thereon alleges that each Defendant acted pursuant to and  
5 within the scope of the relationships alleged above, that each Defendant knew or should have  
6 known about, and authorized, ratified, adopted, approved, controlled, aided and abetted the  
7 conduct of all other Defendants.

#### 8 **VENUE AND JURISDICTION**

9 6. The wrongful conduct alleged against the Defendants occurred in the County of  
10 Contra Costa, California. At all times relevant hereto, the conduct at issue was part of a continuous  
11 and ongoing pattern of behavior.

12 7. This Court is the proper forum to adjudicate this action because the wrongful acts  
13 that are the subject of this action occurred here and because Defendants now reside in its  
14 jurisdictional area.

#### 15 **GENERAL ALLEGATIONS**

16 8. During the statutory period, Defendants classified Plaintiff as non-exempt from  
17 California's overtime requirements, and paid Plaintiff an hourly wage.

18 9. Throughout the statutory period, Defendants failed to pay Plaintiff for all hours  
19 worked (including minimum wages), failed to provide Plaintiff with uninterrupted meal periods,  
20 failed to authorize and permit Plaintiff to take uninterrupted rest periods, failed to timely pay all  
21 final wages to Plaintiff when Defendants terminated Plaintiff's employment, and failed to furnish  
22 accurate wage statements to Plaintiff.

23 10. Throughout the statutory period, Defendants maintained a policy and practice of not  
24 paying Plaintiff for all hours worked. Defendants failed to incorporate all remuneration when  
25 calculating the correct rate of pay and meal and rest break premium rate of pay, leading to  
26 underpayment to Plaintiff.

27 11. In maintaining a practice of not paying all wages owed, Defendants failed to  
28 maintain accurate records of the hours Plaintiff worked.

1           12.     Throughout the statutory period, Defendants wrongfully failed to provide Plaintiff  
2 with legally compliant meal periods. Defendants sometimes, but not always, required Plaintiff to  
3 work in excess of five consecutive hours a day without providing timely 30-minute, continuous  
4 and uninterrupted, duty-free meal period for every five hours of work, or without compensating  
5 Plaintiff for meal periods that were not provided by the end of the fifth hour of work or tenth hour  
6 of work. Defendants also did not adequately inform Plaintiff of his right to take a meal period by  
7 the end of the fifth hour of work, or, for shifts greater than 10 hours, by the end of the tenth hour of  
8 work. Accordingly, Defendants' policy and practice was to not provide meal periods to Plaintiff in  
9 compliance with California law.

10           13.     Throughout the statutory period, Defendants have wrongfully failed to authorize  
11 and permit Plaintiff to take timely and duty-free rest periods. Defendants sometimes, but not  
12 always, required Plaintiff to work in excess of four consecutive hours a day without Defendants  
13 authorizing and permitting them to take a 10-minute, continuous and uninterrupted, rest period for  
14 every four hours of work (or major fraction of four hours), or without compensating Plaintiff and  
15 for rest periods that were not authorized or permitted. Defendants also did not adequately inform  
16 Plaintiff of their right to take a rest period. Moreover, Defendants did not have adequate policies  
17 or practices permitting or authorizing rest periods for Plaintiff, nor did Defendants have adequate  
18 policies or practices regarding the timing of rest periods. Defendants also did not have adequate  
19 policies or practices to verify whether Plaintiff were taking their required rest periods.

20           14.     Further, Defendants did not maintain accurate records of employee work periods,  
21 and therefore Defendants cannot demonstrate that Plaintiff took rest periods during the middle of  
22 each work period. Accordingly, Defendants' policy and practice was to not authorize and permit  
23 Plaintiff to take rest periods in compliance with California law.

24           15.     Throughout the statutory period, Defendants willfully failed and refused to timely  
25 pay Plaintiff during and at the conclusion of their employment all wages for all minimum wages,  
26 meal period premium wages, and rest period premium wages.

27           16.     Throughout the statutory period, Defendants failed to furnish Plaintiff with  
28 accurate, itemized wage statements showing all applicable hourly rates, and all gross and net

1 wages earned (including correct hours worked, correct wages earned for hours worked, correct  
2 wages for meal periods that were not provided in accordance with California law, and correct  
3 wages for rest periods that were not authorized and permitted to take in accordance with California  
4 law).

5 **FIRST CAUSE OF ACTION**

6 **Private Attorneys General Act (Lab. Code § 2698, *et seq.*)**

7 (Against All Defendants)

8 17. Plaintiff incorporates all preceding paragraphs of this Complaint as though set forth  
9 fully herein.

10 18. At all times herein mentioned, Defendants were subject to the California Labor  
11 Code of the State of California and the applicable Industrial Welfare Commission Orders.

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

20 20. Plaintiff has exhausted their administrative remedies pursuant to California Labor  
21 Code section 2699.3. On September 24, 2024, Plaintiff gave written notice by online filing to the  
22 Labor and Workforce Development Agency (“LWDA”) and by certified mail to Defendants the  
23 specific provisions of the California Labor Code that Defendants violated against Plaintiff and  
24 current and former aggrieved employees, including the facts and theories to support the violations.  
25 A true and correct copy of Plaintiff’s notice to LWDA and Defendants is attached as **Exhibit A**.  
26 Plaintiff’s LWDA case number is LWDA-CM-1052473-24.

27 21. At the time of this filing, LWDA has not indicated that it intends to investigate  
28 Defendants’ Labor Code violations discussed in the notice. If it does so, Plaintiff will amend his

1 complaint. Otherwise, Plaintiff will proceed with this civil action to recover penalties under  
2 California Labor Code section 2699 pursuant to section 2699.3 for the violations of the Labor  
3 Code alleged herein. These penalties include, but are not limited to, penalties under California  
4 Labor Code sections 210, 226.3, 558, 1197.1, and 2699, subdivision (f)(2).

5       22. In addition, Plaintiff seeks penalties for Defendants' violation of California Labor  
6 Code section 1174, subdivision (d). Pursuant to California Labor Code section 1174.5, any  
7 person, including any entity, employing labor who willfully fails to maintain accurate and  
8 complete records required by California Labor Code § 1174 is subject to a penalty under section  
9 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records  
10 showing when the employee begins and ends each work period. Meal periods, and total hours  
11 worked daily shall also be recorded.

12       23. Additionally, pursuant to the applicable IWC Order § 7(A)(5), every employer shall  
13 keep total hours worked in the payroll period and applicable rates of pay.

14       24. During the time period of employment for Plaintiff and the aggrieved employees,  
15 Defendants failed to maintain records pursuant to the California Labor Code and IWC Orders by  
16 failing to maintain accurate records showing meal periods, and accurate records showing when  
17 employees begin and end each work period. Defendants' failure to provide and maintain records  
18 required by the California Labor Code IWC Wage Orders deprived Plaintiff and the aggrieved  
19 employees the ability to know, understand and question the accuracy and frequency of meal  
20 periods, and the accuracy of their hours worked, as stated in Defendants' records. Therefore,  
21 Plaintiff and the aggrieved employees had no way to dispute the resulting failure to pay wages, all  
22 of which resulted in an unjustified economic enrichment to Defendants.

23       25. As a direct result, Plaintiff and the aggrieved employees have suffered and continue  
24 to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such  
25 wages and expenses and attorney's fees in seeking to compel Defendants to fully perform its  
26 obligation under state law, all to their respective damage in amounts according to proof at trial.  
27 Because of Defendants' knowing failure to comply with the California Labor Code and applicable  
28

IWC Wage Orders, Plaintiff and the aggrieved employees have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

26. Based on the conduct described in this complaint, Plaintiff is entitled to an award of civil penalties on behalf of themselves, the State of California, and similarly aggrieved employees of Defendants. The exact amount of the applicable penalties, in all, will be shown according to proof at trial. These penalties are in addition to all other remedies permitted by law.

27. In addition, Plaintiff seeks an award of reasonable attorney's fees and costs pursuant to California Labor Code section 2699, subdivision (g)(1), which states, "Any employee who prevails in any action shall be entitled to an award of reasonable attorney's fees and costs."

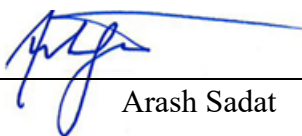
**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

- A. For an award of civil penalties under PAGA;
- B. For costs of suit, including attorneys' fees, costs, and expert witness fees; and
- C. For such other relief as the Court deems just and proper.

Dated: November 13, 2024

MILLS SADAT DOWLAT LLP

By:   
Arash Sadat

Attorneys for Plaintiff  
Nicholas Rounsaville

# **EXHIBIT A**

September 24, 2024

**VIA ELECTRONIC SUBMISSION;  
VIA CERTIFIED MAIL TO EMPLOYER**

California Labor and Workforce Development Agency  
Attn: PAGA Administrator  
455 Golden Gate Avenue, 9th Floor  
San Francisco, CA 94102

Standard Plumbing Supply Company, Inc.  
PO Box 708490  
Sandy, UT 84070

**Re: Notice of Claim Under Private Attorneys General Act (“PAGA”)**

Dear LWDA:

My firm represents Nicholas Rounsaville (“Plaintiff”) and all other aggrieved employees who intend to file an action against Standard Plumbing Supply Company, Inc. (“Defendant” or “Standard Plumbing Supply”) in connection with Defendant’s violations of the California Labor Code. This letter shall serve as notice, and a request, pursuant to Labor Code section 2699.3, *et seq.* (“PAGA”), that the Labor and Workforce Development Agency (“LWDA”) investigate the violations by Defendant described herein against Plaintiff and other current and/or former employees. If LWDA does not intend to investigate the violations described herein, we respectfully request that the agency specifically notify our office of the same at your earliest possible opportunity.

**Statement of Specific Provisions of the Labor Code Violated**

Plaintiffs intend to prosecute a civil action against Defendant for violations of Labor Code sections 201-204, 226, subdivision (a), 226.7, and 512.

**Facts and Theories in Support of Violations**

Defendant provides plumbing supply services and is registered to do business in the State of California. Defendant employed Plaintiff from on or about December 1, 2021 until May 31, 2024. Plaintiff worked as a Salesperson.

Defendant willfully ignored California meal and rest break laws and instituted a policy where Plaintiff was not allowed rest breaks and frequently missed meal breaks, or had meal breaks interrupted. Plaintiff was issued inaccurate wage statements, which failed to list premium pay. Plaintiff is informed and believes, and on that basis alleges, that Defendant failed to notify other employees of their premium pay for each payroll period.



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### **Failure to Provide Accurate Wage Statements**

Pursuant to Labor Code section 226 (“Section 226”), subdivision (a), an employer is required to provide itemized wage statements. Plaintiff was issued inaccurate wage statements, which failed to list premium pay and all hours worked. Plaintiff is informed and believes, and on that basis alleges, that Defendant failed to notify other employees of their premium pay for each payroll period and their accurate total of hours worked.

### **Unlawful Failure to Provide Uninterrupted Off-Duty Meal and Rest Periods**

Plaintiff and similarly situated employees regularly worked in excess of five hours per day without being provided at least one half-hour meal period in which they were relieved of all duties. (Lab. Code §§ 226.7, 512; *see also* Industrial Welfare Commission Order No. 4-2001.) Plaintiff and similarly situated employees also regularly worked in excess of four hours without being provided at least a ten-minute rest period in which they were relieved of all their duties. (Lab. Code §§ 226.7, 512; *see also* Industrial Welfare Commission Order No. 4-2001.)

Throughout Plaintiff’s employment, he was not able to take uninterrupted off-duty meal and rest periods in accordance with Labor Code. Defendant did not maintain a policy that ensured Plaintiff received requisite meal and rest periods. Furthermore, Defendant caused Plaintiff to miss meal and rest periods and failed to pay him the premium compensation mandated by Labor Code section 226.7, subdivisions (b)-(c). As a result of these Labor Code violations, Defendant is liable for civil penalties. (Lab. Code § 2698, *et seq.*)

### **Conclusion**

As described above, Defendant has violated numerous wage and hour provisions of the Labor Code. As a result, Defendant is liable to Plaintiff and other current and former employees for civil penalties, attorney’s fees, and costs, pursuant to Labor Code sections 201-204, 226, subdivision (a), 226.7, 512.

This letter shall serve as Plaintiff’s notice pursuant to Labor Code section 2699.3 and we ask that LWDA conduct an investigation concerning the violations described herein. Alternatively, if LWDA does not intend to investigate these violations, we ask that it issue a notification letter to our office confirming the same so that we may proceed with our civil action asserting the PAGA claims described herein.

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Please feel free to contact me if you have any questions or if you would like to discuss this matter further. Nothing in this letter is intended to be, or should be construed as, an admission against the interests of Plaintiff or other current or former employees of Defendant and shall not be construed as a waiver of their rights, remedies, claims, or defenses, all of which are expressly reserved.

Sincerely,

A handwritten signature in blue ink, appearing to read "Arash Sadat", with a long horizontal flourish extending to the right.

Arash Sadat

cc: Joy Patterson <joy.patterson@standardplumbing.com>  
Bob Heft <hefty1050@aol.com>