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on behalf of himself and all others similarly situated

ELECTRONICALLY
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County of San Francisco
11/08/2024
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Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO

JESSE CROWELL, on behalf of himself
and all others similarly situated,

Plaintiffs,

v.

PENTAIR COMMERCIAL SERVICES,
LLC, a Delaware limited liability
company; and Does 1 to 50, inclusive,

Defendants.

CLASS ACTION

Case No. CGC-24-617790

**FIRST AMENDED COMPLAINT
(AMENDED AS A MATTER OF RIGHT
UNDER LABOR CODE § 2699.3(a)(2)(C))
FOR:**

- 1. FAILURE TO PAY ALL WAGES;**
- 2. FAILURE TO PAY ALL OVERTIME
WAGES AT THE LEGAL
OVERTIME PAY RATE;**
- 3. FAILURE TO PROVIDE ALL MEAL
PERIODS;**
- 4. FAILURE TO AUTHORIZE AND
PERMIT ALL PAID REST PERIODS;**
- 5. FAILURE TO PAY PREMIUM
WAGES AT THE LEGAL PAY RATE;**
- 6. FAILURE TO FULLY REIMBURSE
WORK EXPENSES;**
- 7. ILLEGAL WAGE DEDUCTIONS**
- 8. FAILURE TO TIMELY FURNISH
ACCURATE ITEMIZED WAGE
STATEMENTS;**
- 9. DERIVATIVE VIOLATIONS OF
LABOR CODE §§ 201-202**
- 10. INDEPENDENT VIOLATIONS OF
LABOR CODE §§ 201-202;**
- 11. PENALTIES UNDER LABOR CODE §
2699; AND**
- 12. UNFAIR BUSINESS PRACTICES**

DEMAND FOR JURY TRIAL

Action filed: September 3, 2024
Trial date: None Set

1 Plaintiff Jesse Crowell, an individual on behalf of himself and all others similarly situated
2 (collectively referred to as “Plaintiffs”), hereby files this First Amended Complaint (amended as
3 a matter of right under Labor Code § 2699.3(a)(2)(C)) against Defendant Pentair Commercial
4 Services, LLC, and Does 1 to 50 (collectively referred to as “Defendants”). Plaintiffs are informed
5 and believe, and on the basis of that information and belief, allege as follows:

6 **I.**

7 **INTRODUCTION**

8 1. This is a civil action seeking recovery for Defendants’ violations of the California
9 Labor Code, California Business and Professions Code, the applicable Wage Orders issued by
10 the California Industrial Welfare Commission (the “IWC Wage Orders”) and related common law
11 principles.

12 2. Plaintiffs’ action seeks monetary damages including full restitution from
13 Defendants as a result of Defendants’ unlawful, fraudulent, and/or unfair business practices.

14 3. The acts complained of herein occurred, occur and will occur, at least in part,
15 within the time period from four years preceding the filing of the original Complaint herein, plus
16 additional time provided under Cal. Rules of Court, Appendix I, Emergency Rule No. 9, up to
17 and through the time of trial for this matter (although this should not automatically be considered
18 the statute of limitations for any cause of action herein).

19 **RELEVANT JOB TITLES**

20 4. For introductory and general information only (and not to be considered a
21 proposed class definition), the relevant individuals in this action are Defendants’ non-exempt
22 employees who were subjected to Defendants’ policies and practices as described herein. Any
23 differences in job activities between the different individuals in these positions were and are
24 legally insignificant to the issues presented by this action.

25 **SUMMARY OF CLAIMS**

26 5. With regard to Defendants’ non-exempt employees, Defendants have:

- 27 a. Failed to pay straight time, minimum, and/or overtime wages for all hours
28 worked;

- b. Failed to pay all overtime wages at the legal overtime pay rate;
- c. Failed to provide all legally-required meal periods;
- d. Failed to authorize and permit all paid legally-required rest periods;
- e. Failed to pay meal and/or rest period penalty premium wages at the legal pay rate;
- f. Failed to reimburse for all work-related expenses;
- g. Taken illegal wage deductions;
- h. Failed to timely furnish accurate itemized wage statements;
- i. Derivatively violated Labor Code §§ 201-202;
- j. Independently violated Labor Code §§ 201-202;
- k. Incurred penalties under Labor Code §§ 2698, et seq.; and
- l. Conducted unfair business practices.

II.

PARTIES

PLAINTIFF JESSE CROWELL

6. Plaintiff Jesse Crowell is an individual over the age of 18 and is now and/or at all times mentioned in this Complaint was a citizen of the State of California.

7. Plaintiff Jesse Crowell worked for Defendants as a Quality Maintenance Technician from approximately January 30, 2023, to February 1, 2024, in various locations around California.

8. Plaintiff Jesse Crowell seeks recovery herein from Defendants because with regard to Plaintiff Jesse Crowell, while acting for Defendants in his capacity as a non-exempt employee, Defendants have:

- a. Failed to pay straight time, minimum, and/or overtime wages for all hours worked;
- b. Failed to pay all overtime wages at the legal overtime pay rate;
- c. Failed to provide all legally-required meal periods;
- d. Failed to authorize and permit all paid legally-required rest periods;

- e. Failed to pay meal and/or rest period penalty premium wages at the legal pay rate;
- f. Failed to reimburse for all work-related expenses;
- g. Taken illegal wage deductions;
- h. Failed to timely furnish accurate itemized wage statements;
- i. Derivatively violated Labor Code §§ 201-202;
- j. Independently violated Labor Code §§ 201-202;
- k. Incurred penalties under Labor Code §§ 2698, et seq.; and
- l. Conducted unfair business practices.

DEFENDANT PENTAIR COMMERCIAL SERVICES, LLC

9. Defendant Pentair Commercial Services, LLC, is now and/or at all times mentioned in this Complaint was a Delaware limited liability company and the owner and operator of an industry, business and/or facilities licensed to do business and actually doing business in the State of California.

DOES 1 TO 50, INCLUSIVE

10. Does 1 to 50, inclusive, are now and/or at all times mentioned in this Complaint were licensed to do business and/or actually doing business in California.

11. Plaintiffs do not know the true names or capacities, whether individual, partner or corporate, of Does 1 to 50, inclusive and for that reason, Does 1 to 50 are sued under such fictitious names under California Code of Civil Procedure § 474.

12. Plaintiffs will seek leave of court to amend this Complaint to allege such names and capacities as soon as they are ascertained.

ALL DEFENDANTS

13. Defendants, and each of them, are now and/or at all times mentioned in this Complaint were in some manner legally responsible for the events, happenings, and circumstances alleged in this Complaint. Defendants, and each of them, directly or indirectly, or through an agent or any other person, employed or exercised control over the wages, hours, or working conditions of Plaintiffs.

22. The California Superior Court also has jurisdiction in this matter because during their employment with Defendants, Plaintiff Jesse Crowell and the members of the putative Classes herein were all California citizens. Further, there is no federal question at issue, as the issues herein are based solely on California statutes and law.

23. Venue is proper in San Francisco County under Code of Civil Procedure §§ 395(a) and 395.5, in that liability arose there because at least some of the transactions that are the subject matter of this Complaint occurred therein and/or each Defendant either is found, maintains offices, transacts business, and/or has an agent therein.

IV.

CLASS ACTION ALLEGATIONS

24. Code of Civil Procedure § 382 provides in pertinent part, “[W]hen the question is one of a common or general interest, of many persons, or when the parties are numerous, and it is impracticable to bring them all before the court, one or more may sue or defend for the benefit of all.” Plaintiffs bring this suit as a class action under Code of Civil Procedure § 382.

25. The putative classes Plaintiffs will seek to certify are currently composed of and defined as follows:

- a. All California citizens employed by Defendants as non-exempt employees (as defined, supra) during the appropriate time period who were subjected to Defendants' policies and practices regarding the payment of straight time, minimum and/or overtime wages as specifically described herein (hereinafter, the "Wage Class");
- b. All California citizens employed by Defendants as non-exempt employees (as defined, supra) during the appropriate time period who were subjected to Defendants' policies and practices regarding the calculation of overtime pay as specifically described herein (hereinafter, the "Overtime Rate Class");
- c. All California citizens employed by Defendants as non-exempt employees (as defined, supra) during the appropriate time period who were subjected to Defendants' policies and practices regarding meal periods as specifically

described herein (hereinafter, the “Meal Period Class”);

d. All California citizens employed by Defendants as non-exempt employees (as defined, supra) during the appropriate time period who were subjected to Defendants’ policies and practices regarding paid rest periods as specifically described herein (hereinafter, the “Rest Period Class”);

e. All California citizens employed by Defendants as non-exempt employees (as defined, supra) during the appropriate time period who were subjected to Defendants’ policies and practices regarding the payment of meal and/or rest period penalty premium wages as specifically described herein (hereinafter, the “Premium Rate Class”);

f. All California citizens employed by Defendants as non-exempt employees (as defined, supra) during the appropriate time period who were subjected to Defendants’ policies and practices regarding business expense reimbursement as specifically described herein (hereinafter, the “Reimbursements Class”);

g. All California citizens employed by Defendants as non-exempt employees (as defined, supra) during the appropriate time period who were subjected to Defendants’ policies and practices regarding wage deductions as specifically described herein (hereinafter, the “Wage Deductions Class”);

h. All California citizens employed by Defendants as non-exempt employees (as defined, supra) during the appropriate time period who were subjected to Defendants’ policies and practices regarding itemized wage statements as specifically described herein (hereinafter, the “Wage Statement Class”);

i. All formerly-employed California citizens employed by Defendants as non-exempt employees (as defined, supra) during the appropriate time period who were derivatively subjected to Defendants’ policies and practices regarding Labor Code § 203 and the payment of final wages as specifically described herein (hereinafter, the “Derivative LC 203 Class”);

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- 1 j. All formerly-employed California citizens employed by Defendants as non-
2 exempt employees (as defined, supra) during the appropriate time period who
3 were independently subjected to Defendants' policies and practices regarding
4 Labor Code § 203 and the payment of final wages as specifically described
5 herein (hereinafter, the "Independent LC 203 Class"); and
6 k. All California citizens employed by Defendants as non-exempt employees (as
7 defined, supra) during the appropriate time period regarding whom
8 Defendants have engaged in unlawful, unfair and/or fraudulent business acts
9 or practices prohibited by Business & Professions Code §§ 17200, et seq. as
10 specifically described herein (hereinafter, the "17200 Class").

11 26. The Wage Class, Overtime Rate Class, Meal Period Class, Rest Period Class,
12 Premium Rate Class, Reimbursements Class, Wage Deductions Class, Wage Statement Class,
13 Derivative LC 203 Class, Independent LC 203 Class, and 17200 Class are herein collectively
14 referred to as the "Classes."

15 27. Throughout discovery in this litigation, Plaintiffs may find it appropriate and/or
16 necessary to amend the definition of the Classes. Plaintiffs will formally define and designate a
17 class definition at such time when Plaintiffs seek to certify the Classes alleged herein.

18 28. Numerosity (Code of Civil Procedure § 382):

- 19 a. The potential quantity of members of the Classes as defined is so numerous
20 that joinder of all members is unfeasible and impractical;
21 b. The disposition of the claims of the members of the Classes through this class
22 action will benefit both the parties and this Court;
23 c. The quantity of members of the Classes is unknown to Plaintiffs at this time;
24 however, it is estimated that the membership of the Classes numbers greater
25 than 100 individuals; and
26 d. The quantity and identity of such membership is readily ascertainable via
27 inspection of Defendants' records.

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1 29. Superiority (Code of Civil Procedure § 382): The nature of this action and the
2 nature of the laws available to Plaintiffs make the use of the class action format particularly
3 efficient and the appropriate procedure to afford relief to Plaintiffs for the wrongs alleged herein,
4 as follows:

- 5 a. California has a public policy that encourages the use of the class action
6 device;
- 7 b. By establishing a technique whereby the claims of many individuals can be
8 resolved at the same time, the class suit both eliminates the possibility of
9 repetitious litigation and provides small claimants with a method of obtaining
10 redress for claims which would otherwise be too small to warrant individual
11 litigation;
- 12 c. This case involves large corporate Defendants and a large number of
13 individual Class members with many relatively small claims and common
14 issues of law and fact;
- 15 d. If each individual member of the Classes was required to file an individual
16 lawsuit, the large corporate Defendants would necessarily gain an
17 unconscionable advantage because Defendants would be able to exploit and
18 overwhelm the limited resources of each individual member of the Classes
19 with Defendants' vastly superior financial and legal resources;
- 20 e. Requiring each individual member of the Classes to pursue an individual
21 remedy would also discourage the assertion of lawful claims by the members
22 of the Classes who would be disinclined to pursue an action against
23 Defendants because of an appreciable and justifiable fear of retaliation and
24 permanent damage to their lives, careers, and well-being;
- 25 f. Proof of a common business practice or factual pattern, of which the members
26 of the Classes experienced, is representative of the Classes herein and will
27 establish the right of each of the members of the Classes to recover on the
28 causes of action alleged herein;

- 1 g. Absent class treatment, the prosecution of separate actions by the individual
2 members of the Classes, even if possible, would likely create:
- 3 i) a substantial risk of each individual plaintiff presenting in separate,
4 duplicative proceedings the same or essentially similar arguments and
5 evidence, including expert testimony;
- 6 ii) a multiplicity of trials conducted at enormous expense to both the
7 judicial system and the litigants;
- 8 iii) inconsistent or varying verdicts or adjudications with respect to the
9 individual members of the Classes against Defendants;
- 10 iv) potentially incompatible standards of conduct for Defendants; and
- 11 v) potentially incompatible legal determinations with respect to individual
12 members of the Classes which would, as a practical matter, be
13 dispositive of the interest of the other members of the Classes who are
14 not parties to the adjudications or which would substantially impair or
15 impede the ability of the members of the Classes to protect their
16 interests.
- 17 h. The claims of the individual members of the Classes are not sufficiently large
18 to warrant vigorous individual prosecution considering all of the concomitant
19 costs and expenses attendant thereto;
- 20 i. Courts seeking to preserve efficiency and other benefits of class actions
21 routinely fashion methods to manage any individual questions; and
- 22 j. The Supreme Court of California urges trial courts, which have an obligation
23 to consider the use of innovative procedural tools to certify a manageable
24 class, to be procedurally innovative in managing class actions.

25 30. Well-defined Community of Interest: Plaintiffs also meet the established
26 standards for class certification, as follows:

- 27 a. Typicality: The claims of Plaintiff Jesse Crowell are typical of the claims of
28 all members of the Classes he seeks to represent because all members of the

1 Classes sustained injuries and damages arising out of Defendants' common
2 course of conduct in violation of law and the injuries and damages of all
3 members of the Classes were caused by Defendants' wrongful conduct in
4 violation of law, as alleged herein.

5 b. Adequacy: Plaintiff Jesse Crowell:

- 6 i) is an adequate representative of the Classes he seeks to represent;
7 ii) will fairly protect the interests of the members of the Classes;
8 iii) has no interests antagonistic to the members of the Classes; and
9 iv) will vigorously pursue this suit via attorneys who are competent, skilled
10 and experienced in litigating matters of this type.

11 c. Predominant Common Questions of Law or Fact: There are common
12 questions of law and/or fact as to the members of the Classes which
13 predominate over questions affecting only individual members of the Classes,
14 including, without limitation:

- 15 i) Whether Defendants paid the legal and appropriate straight time pay,
16 minimum wage pay and/or overtime pay for all work hours to the
17 members of the Wage Class;
18 ii) Whether Defendants paid all overtime wages owed to the members of
19 the Overtime Rate Class at the appropriate overtime pay rate;
20 iii) Whether Defendants failed and continue to fail to provide legally-
21 required meal periods to the members of the Meal Period Class in
22 violation of the Labor Code and Section 11 of the IWC Wage Orders;
23 iv) Whether Defendants failed and continue to fail to authorize and permit
24 paid legally-required rest periods to the members of the Rest Period
25 Class in violation of the Labor Code and Section 12 of the IWC Wage
26 Orders;
27 v) Whether Defendants paid the legal and appropriate pay rate for meal
28 and/or rest period penalty premium wages to the members of the

Premium Rate Class;

- vi) Whether Defendants failed to fully reimburse for all work-related expenses incurred by the members of the Reimbursements Class;
- vii) Whether Defendants make illegal deductions from the wages of the members of the Wage Deductions Class;
- viii) Whether Defendants failed to timely furnish accurate, itemized and legal wage statements to the members of the Wage Statement Class;
- ix) Whether Defendants are derivatively liable under Labor Code § 203 to the members of the Derivative LC 203 Class;
- x) Whether Defendants are independently liable under Labor Code § 203 to the members of the Independent LC 203 Class;
- xi) Whether Defendants' conduct constitutes unfair competition within the meaning of Business & Professions Code §§ 17200, et seq.;
- xii) Whether the members of the Classes are entitled to compensatory damages, and if so, the means of measuring such damages;
- xiii) Whether the members of the Classes are entitled to injunctive relief;
- xiv) Whether the members of the Classes are entitled to restitution; and
- xv) Whether Defendants are liable for attorneys' fees and costs.

31. Whether each member of the Classes might be required to ultimately justify an individual claim does not preclude maintenance of a class action.

V.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

FAILURE TO PAY ALL WAGES

(On Behalf of the Wage Class)

(Against All Defendants)

32. Plaintiffs incorporate by reference and reallege each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set

1 forth herein.

2 33. Labor Code § 204 establishes the fundamental right of all employees in the State
3 of California to be paid wages, including straight time and overtime, in a timely fashion for their
4 work.

5 34. Labor Code § 510(a) states in pertinent part, “Any work in excess of eight hours
6 in one workday and any work in excess of 40 hours in any one workweek ... shall be
7 compensated at the rate of no less than one and one-half times the regular rate of pay for any
8 employee.”

9 35. Labor Code § 1182.12 provides the statewide minimum wage in California.

10 36. Labor Code § 1194(a) states, “Notwithstanding any agreement to work for a
11 lesser wage, any employee receiving less than the legal minimum wage or the legal overtime
12 compensation applicable to the employee is entitled to recover in a civil action the unpaid
13 balance of the full amount of this minimum wage or overtime compensation, including interest
14 thereon, reasonable attorney’s fees, and costs of suit.”

15 37. Further, under Labor Code § 1197, payment of less than the minimum wage fixed
16 by the Labor Commission is unlawful.

17 38. Under Labor Code § 1198, it is unlawful to employ persons for longer than the
18 hours set by the Industrial Welfare Commission or under conditions prohibited by the IWC
19 Wage Order(s).

20 39. Under the IWC Wage Order(s), Defendants are required to pay the members of
21 the Wage Class for all hours worked, meaning the time during which an employee is subject to
22 the control of an employer, including all the time the employee is suffered or permitted to work,
23 whether or not required to do so.

24 40. Defendants, as a matter of established company policy and procedure, at each and
25 every one of the individual facilities owned and/or operated by Defendants, consistently:

- 26 a. Administered a uniform company policy and practice as to the pay policies
27 regarding the members of the Wage Class;

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- 1 b. Required the members of the Wage Class to spend time under Defendants’
2 control for work-related tasks without compensation, including but not limited
3 to responding to texts and calls, driving to worksites, loading and unloading
4 the company vehicle, and fueling and maintaining the company vehicle; and,
5 as such,
6 c. Defendants suffered, permitted, and/or required the members of the Wage
7 Class to work without paying for all time they were under Defendants’
8 control.

9 41. Because Defendants required the members of the Wage Class to remain under
10 Defendants’ control without paying therefor, this resulted in the members of the Wage Class
11 earning less than the legal minimum wage in the State of California.

12 42. Defendants’ pattern, practice, and uniform administration of corporate policy
13 regarding illegal employee compensation as described herein is unlawful and creates an
14 entitlement, under Labor Code § 218, to recovery by Plaintiffs and the members of the Wage
15 Class, in a civil action, of the unpaid balance of the full amount of wages owing, calculated at the
16 appropriate rate.

17 43. Further, Defendants’ pattern and practice in uniform administration of corporate
18 policy regarding Defendants’ failure to pay the legal minimum wage to the members of the
19 Wage Class as described herein is unlawful and creates entitlement, under Labor Code § 1194(a),
20 to recovery by the members of the Wage Class, in a civil action, for the unpaid balance of the
21 full amount of the unpaid minimum wages owed, calculated as the difference between the
22 straight time compensation paid and the applicable minimum wage, including interest thereon.

23 44. Under Labor Code § 1194.2(a) (which provides that in any action under Labor
24 Code § 1194, an employee shall be entitled to recover liquidated damages), the members of the
25 Wage Class seek recovery of liquidated damages in an amount equal to the wages unlawfully
26 unpaid and interest thereon.

27 45. That calculation of individual damages for the members of the Wage Class may at
28 some point be required does not foreclose the possibility of taking common evidence on

1 questions regarding their entitlement to overtime compensation.

2 46. Under Labor Code §§ 218.6 and 1194(a) and Civil Code § 3287, the members of
3 the Wage Class seek recovery of pre-judgment interest on all amounts recovered herein.

4 47. Under Labor Code §§ 218.5 and/or 1194, the members of the Wage Class request
5 that the Court award reasonable attorneys' fees and costs incurred by them in this action.

6 **SECOND CAUSE OF ACTION**

7 **FAILURE TO PAY ALL OVERTIME**

8 **WAGES AT THE LEGAL OVERTIME PAY RATE**

9 **(On Behalf of the Overtime Rate Class)**

10 **(Against All Defendants)**

11 48. Plaintiffs incorporate by reference and reallege each and every one of the
12 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set
13 forth herein.

14 49. Labor Code § 204 establishes the fundamental right of all employees in the State
15 of California to be paid wages, including straight time and overtime, in a timely fashion for their
16 work.

17 50. Labor Code § 510(a) states in pertinent part, "Any work in excess of eight hours
18 in one workday and any work in excess of 40 hours in any one workweek ... shall be
19 compensated at the rate of no less than one and one-half times the regular rate of pay for any
20 employee."

21 51. The "regular rate of pay" includes "all [applicable] remuneration paid to, or on
22 behalf of the employee." (29 U.S.C. § 207(3).) The California Industrial Welfare Commission
23 applies this standard for determining an employee's regular rate of pay for overtime calculation
24 purposes.

25 52. Labor Code §§ 1194(a) states: "Notwithstanding any agreement to work for a
26 lesser wage, any employee receiving less than the legal minimum wage or the legal overtime
27 compensation applicable to the employee is entitled to recover in a civil action the unpaid
28 balance of the full amount of this minimum wage or overtime compensation, including interest

1 thereon, reasonable attorney's fees, and costs of suit."

2 53. Defendants, as a matter of established company policy and procedure, at each and
3 every one of the individual facilities owned and/or operated by Defendants, consistently:

- 4 a. Administered a uniform company policy and practice regarding the payment
5 of wages, including overtime and bonuses, to the members of the Overtime
6 Rate Class;
- 7 b. Suffered and/or permitted Plaintiff and the members of the Overtime Rate
8 Class to work in excess of eight hours per workday and/or in excess of 40
9 hours per workweek;
- 10 c. Paid the members of the Overtime Rate Class various additional forms of non-
11 discretionary remuneration, including but not limited to bonuses; and yet,
- 12 d. Failed to pay Plaintiff and the members of the Overtime Rate Class at the
13 legal rate reflecting all applicable forms of remuneration, including but not
14 limited to bonuses as required by law.

15 54. Defendants' pattern, practice and uniform administration of corporate policy
16 regarding illegal employee compensation as described herein is unlawful and creates an
17 entitlement, under Labor Code §§ 218 and 1194(a), to recovery by the members of the Overtime
18 Rate Class, in a civil action, for the unpaid balance of the full amount of the overtime premiums
19 owing.

20 55. That calculation of individual damages for the members of the Overtime Rate
21 Class may at some point be required does not foreclose the possibility of taking common
22 evidence on questions regarding their entitlement to overtime compensation.

23 56. Under Labor Code §§ 218.6 and 1194(a), and Civil Code § 3287, the members of
24 the Overtime Rate Class seek recovery of pre-judgment interest on all amounts recovered herein.

25 57. Under Labor Code §§ 218.5 and/or 1194, the members of the Overtime Rate
26 Class request that the Court award reasonable attorneys' fees and costs incurred by them in this
27 action.

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THIRD CAUSE OF ACTION
FAILURE TO PROVIDE ALL MEAL PERIODS
(On Behalf of the Meal Period Class)
(Against All Defendants)

58. Plaintiffs incorporate by reference and reallege each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

59. Labor Code § 226.7(b) provides, “An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.”

60. Labor Code § 512 provides, “An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a 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 employee. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.”

61. Labor Code § 516 provides that the Industrial Welfare Commission “may adopt or amend working condition orders with respect to break periods, meal periods, and days of rest for any workers in California consistent with the health and welfare of those workers.”

62. Section 11(C) of the IWC Wage Orders provides that “Unless the employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered an “on duty” meal period and counted as time worked. An “on duty” meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the-job paid meal period is agreed to. The

1 written agreement shall state that the employee may, in writing, revoke the agreement at any
2 time.”

3 63. Section 11(D) of the IWC Wage Order(s) provides “If an employer fails to
4 provide an employee a meal period in accordance with the applicable provisions of this order, the
5 employer shall pay the employee one (1) hour of pay at the employee’s regular rate of
6 compensation for each workday that the meal period is not provided.”

7 64. On one or more occasions, the members of the Meal Period Class worked over
8 five hours per shift and therefore were entitled to an uninterrupted meal period of not less than
9 30 minutes prior to exceeding five hours of employment.

10 65. Further, on one or more occasions, some members of the Meal Period Class
11 worked over 10 hours per shift and therefore were entitled to an uninterrupted second meal
12 period of not less than 30 minutes prior to exceeding 10 hours of employment.

13 66. The members of the Meal Period Class did not validly or legally waive their meal
14 periods, by mutual consent with Defendants or otherwise.

15 67. The members of the Meal Period Class did not enter into any written agreement
16 with Defendants agreeing to an on-the-job paid meal period.

17 68. As a matter of Defendants’ established company policy, Defendants failed to
18 always comply with the meal period requirements established by Labor Code §§ 226.7, 512, and
19 516 and Section 11 of the IWC Wage Order(s) by failing to always provide the members of the
20 Meal Period Class with a first and in some cases a second legally compliant meal period.

21 69. Under Section 11(B) of the IWC Wage Order(s) and Labor Code § 226.7(c),
22 which states “If an employer fails to provide an employee a meal or rest or recovery period in
23 accordance with a state law, including, but not limited to, an applicable statute or applicable
24 regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and
25 Health Standards Board, or the Division of Occupational Safety and Health, the employer shall
26 pay the employee one additional hour of pay at the employee's regular rate of compensation for
27 each workday that the meal or rest or recovery period is not provided,” the members of the Meal
28 Period Class are entitled to damages in an amount equal to one additional hour of pay at each

employee's regular rate of compensation for each work day that one or more meal periods were not provided to them, in a sum to be proven at trial.

70. Under Labor Code § 218.6 and Civil Code § 3287, the members of the Meal Period Class seek recovery of pre-judgment interest on all amounts recovered herein.

FOURTH CAUSE OF ACTION

FAILURE TO AUTHORIZE AND PERMIT ALL PAID REST PERIODS

(On Behalf of the Rest Period Class)

(Against All Defendants)

71. Plaintiffs incorporate by reference and reallege each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

72. Labor Code § 226.7(b) provides, "An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health."

73. Labor Code § 516 provides that the Industrial Welfare Commission "may adopt or amend working condition orders with respect to break periods, meal periods, and days of rest for any workers in California consistent with the health and welfare of those workers."

74. Section 12(A) of the IWC Wage Order(s) states, "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. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 ½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages."

75. Section 12(B) of the IWC Wage Order(s) states, "If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of

1 compensation for each workday that the rest period is not provided.”

2 76. The members of the Rest Period Class sometimes worked over four hours per
3 shift. Further, the members of the Rest Period Class sometimes worked over six hours per shift
4 and in some cases over 10 hours per shift.

5 77. The members of the Rest Period Class were entitled to a rest period of not less
6 than 10 minutes for every four hours of work or major fraction thereof.

7 78. As a matter of Defendants’ established company policy, Defendants failed to
8 always authorize and permit legally-compliant rest periods. Defendants did not authorize and
9 permit rest periods for shifts every four hours or major fraction thereof.

10 79. Under Section 12 of the IWC Wage Order(s) and Labor Code § 226.7(b) which
11 states “if an employer fails to provide an employee a meal or rest period in accordance with an
12 applicable order of the Industrial Welfare Commission, the employer shall pay the employee one
13 additional hour of pay at the employee’s regular rate of compensation for each work day that the
14 meal or rest period is not provided,” the members of the Rest Period Class are entitled to
15 damages in an amount equal to one (1) additional hour of pay at each employee’s regular rate of
16 compensation for each work day that one or more rest periods were not so provided.

17 80. Under Labor Code § 218.6 and Civil Code § 3287, the members of the Rest
18 Period Class seek recovery of pre-judgment interest on all amounts recovered herein.

19 **FIFTH CAUSE OF ACTION**

20 **FAILURE TO PAY PREMIUM WAGES AT THE LEGAL PAY RATE**

21 **(On Behalf of the Premium Rate Class)**

22 **(Against All Defendants)**

23 81. Plaintiffs incorporate by reference and reallege each and every one of the
24 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set
25 forth herein.

26 82. Labor Code § 516 provides that the Industrial Welfare Commission “may adopt or
27 amend working condition orders with respect to break periods, meal periods, and days of rest for
28 any workers in California consistent with the health and welfare of those workers.”

1 83. Section 11(C) of the IWC Wage Orders provides that “Unless the employee is
2 relieved of all duty during a 30 minute meal period, the meal period shall be considered an “on
3 duty” meal period and counted as time worked. An “on duty” meal period shall be permitted
4 only when the nature of the work prevents an employee from being relieved of all duty and when
5 by written agreement between the parties an on-the-job paid meal period is agreed to. The
6 written agreement shall state that the employee may, in writing, revoke the agreement at any
7 time.”

8 84. Section 11(D) of the IWC Wage Order(s) provides that “If an employer fails to
9 provide an employee a meal period in accordance with the applicable provisions of this order, the
10 employer shall pay the employee one (1) hour of pay at the employee’s regular rate of
11 compensation for each workday that the meal period is not provided.”

12 85. Section 12(A) of the IWC Wage Order(s) states, “Every employer shall authorize
13 and permit all employees to take rest periods, which insofar as practicable shall be in the middle
14 of each work period. The authorized rest period time shall be based on the total hours worked
15 daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof.
16 However, a rest period need not be authorized for employees whose total daily work time is less
17 than three and one-half (3 ½) hours. Authorized rest period time shall be counted as hours
18 worked for which there shall be no deduction from wages.”

19 86. Section 12(B) of the IWC Wage Order(s) states, “If an employer fails to provide
20 an employee a rest period in accordance with the applicable provisions of this order, the
21 employer shall pay the employee one (1) hour of pay at the employee’s regular rate of
22 compensation for each workday that the rest period is not provided.”

23 87. The “regular rate of pay” includes “all [applicable] remuneration paid to, or on
24 behalf of the employee.” (29 U.S.C. § 207(3).) The California Industrial Welfare Commission
25 applies this standard for determining an employee’s regular rate of pay for overtime calculation
26 purposes.

27 88. *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal.5th 858, states in pertinent
28 part, “Under California law, employers must provide employees with overtime pay when

1 employees work more than a certain amount of time. ... To calculate overtime pay, [Labor Code]
2 section 510(a) requires an employer to compensate an employee by a multiple of the employee's
3 'regular rate of pay.' ... If an employer does not provide an employee with a compliant meal,
4 rest, or recovery period, section 226.7, subdivision (c) (section 226.7(c)) requires the employer to
5 'pay the employee one additional hour of pay at the employee's regular rate of compensation.'
6 The question here is whether the Legislature intended 'regular rate of compensation' under
7 section 226.7(c) to have the same meaning as 'regular rate of pay' under section 510(a), such that
8 the calculation of premium pay for a noncompliant meal, rest, or recovery period, like the
9 calculation of overtime pay, must account for not only hourly wages but also other
10 nondiscretionary payments for work performed by the employee. We hold that the terms are
11 synonymous: 'regular rate of compensation' under section 226.7(c), like 'regular rate of pay'
12 under section 510(a), encompasses all nondiscretionary payments, not just hourly wages."

13 89. As a matter of Defendants' established company policy, Defendants failed to
14 always comply with the meal and/or rest period premium penalty payment requirements
15 established by *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal.5th 858, Labor Code §§
16 226.7, 512, and 516, and Section 11 and/or 12 of the IWC Wage Order(s).

17 90. Under Section 11(D) and/or Section 12 of the IWC Wage Order(s) and Labor
18 Code § 226.7(b)/(c), which states "if an employer fails to provide an employee a meal or rest
19 period in accordance with an applicable order of the Industrial Welfare Commission, the
20 employer shall pay the employee one additional hour of pay at the employee's regular rate of
21 compensation for each work day that the meal or rest period is not provided," the members of the
22 Premium Rate Class were entitled to damages in an amount equal to one additional hour of pay
23 at each employee's regular rate of compensation for each work day that a meal and/or rest period
24 was not provided, in a sum to be proven at trial.

25 91. However, Defendants, as a matter of established company policy and procedure,
26 at each and every one of the individual facilities owned and/or operated by Defendants,
27 consistently:

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- 1 a. Administered a uniform company policy and practice regarding the payment
2 of wages, including premium pay, to the members of the Premium Rate Class;
3 b. Paid the members of the Premium Rate Class meal and/or rest period
4 premium wages not at the regular rate of pay, but at a base rate of pay or
5 otherwise, and/or not including “all [applicable] remuneration paid to, or on
6 behalf of the employee”; and
7 c. As such, failed to pay the members of the Premium Rate Class all
8 compensation owed, as required by law.

9 92. Defendants’ pattern, practice and uniform administration of corporate policy
10 regarding illegal employee compensation as described herein is unlawful and creates an
11 entitlement, under Labor Code §§ 218 and 1194(a), to recovery by the members of the Premium
12 Rate Class, in a civil action, for the unpaid balance of the full amount of the meal and/or rest
13 period premiums owing.

14 93. That calculation of individual damages for the members of the Premium Rate
15 Class may at some point be required does not foreclose the possibility of taking common
16 evidence on questions regarding their entitlement to overtime compensation.

17 94. Under Labor Code §§ 218.6 and 1194(a), and Civil Code § 3287, the members of
18 the Premium Rate Class seek recovery of pre-judgment interest on all amounts recovered herein.

19 95. Under Labor Code §§ 218.5 and/or 1194, the members of the Premium Rate Class
20 request that the Court award reasonable attorneys’ fees and costs incurred by them in this action.

21 **SIXTH CAUSE OF ACTION**

22 **FAILURE TO FULLY REIMBURSE WORK EXPENSES**

23 **(On Behalf of the Reimbursements Class)**

24 **(Against All Defendants)**

25 96. Plaintiffs incorporate by reference and reallege each and every one of the
26 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set
27 forth herein.

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1 97. Under Labor Code § 2802(a), “an employer shall indemnify his or her employee
2 for all necessary expenditures or losses incurred by the employee in direct consequence of the
3 discharge of his or her duties, or of his or her obedience to the directions of the employer.”

4 98. Labor Code § 2804 states in pertinent part, “Any contract or agreement, express
5 or implied, made by any employee to waive the benefits of this article or any part thereof is null
6 and void, and this article shall not deprive any employee or his personal representative of any
7 right or remedy to which he is entitled under the laws of this State.”

8 99. As a matter of Defendants’ established company policy, Defendants required the
9 members of the Reimbursements Class to personally incur necessary expenditures in direct
10 consequence of the discharge of their duties, including but not limited to the use of personal
11 mobile devices, tools/equipment, travel expenses, and other expenses for work-related activities.

12 100. Defendants are legally required to reimburse the members of the Reimbursements
13 Class for all necessary expenditures.

14 101. Defendants failed to fully and reasonably reimburse the members of the
15 Reimbursements Class for all necessary expenditures, including but not limited to the
16 aforementioned expenditures.

17 102. As a proximate result of the aforementioned violations of Labor Code § 2802(a),
18 the members of the Reimbursements Class are entitled to recovery from Defendants of the
19 unpaid balance for all necessary expenditures, including but not limited to the aforementioned
20 expenditures.

21 103. As a proximate result of the aforementioned violations of Labor Code § 2802(a),
22 the members of the Reimbursements Class have been damaged in an amount according to proof
23 at the time of trial.

24 104. Under Labor Code § 2802(b), the members of the Reimbursements Class request
25 that the Court award interest at the same rate as judgments in civil actions, accruing from the
26 date on which each member of the Reimbursements Class incurred the necessary expenditure or
27 loss.

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1 105. Under Labor Code § 2802(c), the members of the Reimbursements Class request
2 that the Court award reasonable attorneys' fees and costs incurred by them in this action.

3 **SEVENTH CAUSE OF ACTION**
4 **ILLEGAL WAGE DEDUCTIONS**
5 **(On Behalf of the Wage Deductions Class)**
6 **(Against All Defendants)**

7 106. Plaintiffs incorporate by reference and reallege each and every one of the
8 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set
9 forth herein.

10 107. Labor Code § 221 states "It shall be unlawful for any employer to collect or
11 receive from an employee any part of wages theretofore paid by said employer to said
12 employee."

13 108. As a matter of Defendants' established company policy, Defendants willfully and
14 intentionally made deductions from the wages of the members of the Wage Deductions Class,
15 including but not limited to deductions for "Smoker Premium" and "ID Theft."

16 109. Defendants' pattern, practice and uniform administration of corporate policy
17 regarding said illegal wage deductions is unlawful.

18 110. As a proximate result of Defendants' improper wage deductions, the members of
19 the Wage Deductions Class have been damaged in an amount according to proof at the time of
20 trial.

21 111. The members of the Wage Deductions Class seek reimbursement of such illegal
22 wage deductions.

23 112. The members of the Wage Deductions Class are entitled to recover from
24 Defendants the full amount of all illegal wage deductions, plus penalties, interest, reasonable
25 attorneys' fees, and costs of suit.

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1 **EIGHTH CAUSE OF ACTION**

2 **FAILURE TO TIMELY FURNISH ACCURATE ITEMIZED WAGE STATEMENTS**

3 **(On Behalf of the Wage Statement Class)**

4 113. Plaintiffs incorporate by reference and reallege each and every one of the
5 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set
6 forth herein.

7 114. Labor Code § 226(a) states in pertinent part, “Every employer shall, semimonthly
8 or at the time of each payment of wages, furnish each of his or her employees, either as a
9 detachable part of the check, draft, or voucher paying the employee’s wages, or separately when
10 wages are paid by personal check or cash, an accurate itemized statement in writing showing (1)
11 gross wages earned, (2) total hours worked by the employee... (4) all deductions... (5) net wages
12 earned, (6) the inclusive dates of the period for which the employee is paid... (8) the name and
13 address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during
14 each the pay period and the corresponding number of hours worked at each hourly rate by the
15 employee....”

16 115. Further, the IWC Wage Orders § 7(A) states in pertinent part, “(A) Every
17 employer shall keep accurate information with respect to each employee including the following:
18 (3) Time records showing when the employee begins and ends each work period. Meal periods,
19 split shift intervals, and total daily hours worked shall also be recorded...(5) Total hours worked
20 in the payroll period and applicable rates of pay....”

21 116. Therefore, under Labor Code § 226(a) and the IWC Wage Orders § 7(A),
22 California employers are required to maintain accurate records pertaining to the total hours
23 worked for Defendants by the members of the Wage Statement Class, including but not limited
24 to, beginning and ending of each work period, meal period and split shift interval, the total daily
25 hours worked, and the total hours worked per pay period and applicable rates of pay.

26 117. As a pattern and practice, in violation of Labor Code § 226(a) and the IWC Wage
27 Orders § 7(A), Defendants did not and still do not furnish each of the members of the Wage
28 Statement Class with an accurate itemized statement in writing showing (1) gross wages earned,

1 (2) total hours worked by the employee, (3) all deductions, (4) net wages earned and/or (5) all
2 applicable hourly rates in effect during each respective pay period and the corresponding number
3 of hours worked at each hourly rate by each respective individual.

4 118. As set forth herein in prior causes of action, Defendants failed to pay the members
5 of the Wage Statement Class all wages due and owing.

6 119. As a derivative result of this failure to pay wages and as a pattern and practice in
7 violation of Labor Code § 226(a) and the IWC Wage Orders § 7(A), Defendants knowingly and
8 intentionally failed to furnish accurate wage statements to the members of the Wage Statement
9 Class, including, but not limited to, failing to provide the beginning and ending of each work
10 period, meal period interval, total daily hours worked, total hours worked per pay period, and the
11 applicable rates of pay.

12 120. As of January 1, 2013, SB 1255 amended Labor Code § 226 to clarify that an
13 employee suffers injury if the employer fails to provide accurate and complete information as
14 required by any one or more items listed in Labor Code § 226(a)(1)-(9) and the employee cannot
15 promptly and easily ascertain requisite information without reference to other documents or
16 information.

17 121. Here, the members of Wage Statement Class suffered injury because, due to
18 Defendants' failure to pay all wages due and owing, Defendants derivatively failed to provide
19 accurate and complete information as required by one or more items listed in Labor Code §
20 226(a)(1)-(9).

21 122. In addition, the members of the Wage Statement Class have suffered injury as a
22 result of Defendants' failure to maintain accurate records for the members of the Wage
23 Statement Class in that the members of the Wage Statement Class were not timely provided
24 written accurate itemized statements showing all requisite information, including but not limited
25 to total hours worked by the employee, net wages earned and all applicable hourly rates in effect
26 during the pay period and the corresponding number of hours worked at each hourly rate, in
27 violation of Labor Code § 226 and the IWC Wage Orders § 7(A), such that the members of the
28 Wage Statement Class were misled by Defendants as to the correct information regarding

1 various items, including but not limited to total hours worked by the employee, net wages earned
2 and all applicable hourly rates in effect during the pay period and the corresponding number of
3 hours worked at each hourly rate.

4 123. The actual injuries suffered by the members of the Wage Statement Class as a
5 result of Defendants' knowing and intentional failure to provide accurate records for the
6 members of the Wage Statement Class include but are not limited to:

- 7 a. Confusion over whether they received all wages owed them by Defendants;
- 8 b. The difficulty and expense of attempting to reconstruct time and pay records;
- 9 c. Being forced to engage in mathematical computations to analyze whether
10 Defendants' wages in fact compensated for all hours worked;
- 11 d. The inability to accurately calculate wage rates complicated by the fact that
12 wage statement information required by Labor Code § 226 is missing;
- 13 e. That such practice prevents the members of the Wage Statement Class from
14 being able to effectively challenge information on their wage statements;
15 and/or
- 16 f. The difficulty and expense of filing and maintaining this lawsuit, and the
17 discovery required to collect and analyze the very information that California
18 law requires.

19 124. Under Labor Code § 226(e), the members of the Wage Statement Class are
20 entitled to \$50.00 per employee for the initial pay period in which a violation hereunder occurs
21 and \$100.00 per employee for each violation in a subsequent pay period, not exceeding an
22 aggregate penalty of \$4,000.00.

23 125. Under Labor Code § 226(g), the currently-employed members of the Wage
24 Statement Class are entitled to injunctive relief to ensure Defendants' compliance with Labor
25 Code § 226.

26 126. Under Labor Code §§ 226(e)/(g), the members of the Wage Statement Class are
27 also entitled to an award of costs and reasonable attorneys' fees.

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1 **NINTH CAUSE OF ACTION**

2 **DERIVATIVE VIOLATIONS OF LABOR CODE §§ 201-202**

3 **(On Behalf of the Derivative LC 203 Class)**

4 **(Against All Defendants)**

5 127. Plaintiffs incorporate by reference and reallege each and every one of the
6 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set
7 forth herein.

8 128. Labor Code § 203 provides that if an employer willfully fails to pay, without
9 abatement or reduction, in accordance with Labor Code §§ 201 and 202, any wages of an
10 employee who is discharged or who quits, the wages of the employee shall continue at the same
11 rate, for up to 30 days from the due date thereof, until paid or until an action therefor is
12 commenced.

13 129. The members of the Derivative LC 203 Class are no longer employed by
14 Defendants as they were either discharged from or quit Defendants' employ.

15 130. Defendants had a consistent and uniform policy, practice, and procedure of
16 willfully failing to pay the earned wages of Defendants' former employees, as set forth above,
17 according to amendment or proof.

18 131. As set forth above, Defendants willfully failed to pay the members of the
19 Derivative LC 203 Class their entire wages due and owing at the time of their termination or
20 within seventy-two hours of their resignation and failed to pay those sums for up to 30 days
21 thereafter.

22 132. Defendants' willful failure to pay wages to the members of the Derivative LC 203
23 Class violates Labor Code § 203 because Defendants knew or should have known wages were
24 due to the members of the Derivative LC 203 Class, as set forth above, but Defendants failed to
25 pay them.

26 133. Thus, the members of the Derivative LC 203 Class are entitled to recovery under
27 Labor Code § 203.

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1 **TENTH CAUSE OF ACTION**

2 **INDEPENDENT VIOLATIONS OF LABOR CODE §§ 201-202**

3 **(On Behalf of the Independent LC 203 Class)**

4 **(Against All Defendants)**

5 134. Plaintiffs incorporate by reference and reallege each and every one of the
6 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set
7 forth herein.

8 135. Labor Code § 201(a) states in pertinent part, “If an employer discharges an
9 employee, the wages earned and unpaid at the time of discharge are due and payable
10 immediately.”

11 136. Labor Code § 202(a) states in pertinent part, “If an employee not having a written
12 contract for a definite period quits his or her employment, his or her wages shall become due and
13 payable not later than 72 hours thereafter, unless the employee has given 72 hours previous
14 notice of his or her intention to quit, in which case the employee is entitled to his or her wages at
15 the time of quitting. Notwithstanding any other provision of law, an employee who quits without
16 providing a 72-hour notice shall be entitled to receive payment by mail if he or she so requests
17 and designates a mailing address. The date of the mailing shall constitute the date of payment for
18 purposes of the requirement to provide payment within 72 hours of the notice of quitting.”

19 137. Labor Code § 203 provides that if an employer willfully fails to timely pay,
20 without abatement or reduction, in accordance with Labor Code §§ 201 and 202, any wages of an
21 employee who is discharged or who quits, the wages of the employee shall continue at the same
22 rate, for up to 30 days from the due date thereof, until paid or until an action therefore is
23 commenced.

24 138. The members of the Independent LC 203 Class are no longer employed by
25 Defendants as they were either discharged from or quit Defendants’ employ.

26 139. Defendants had a consistent and uniform policy, practice and procedure of
27 willfully failing to timely pay the earned wages of Defendants’ former employees, according to
28 amendment or proof.

1 140. For example, on or about February 2, 2024, Defendants terminated the
2 employment of Plaintiff Jesse Crowell. However, Defendants did not provide final wages to
3 Plaintiff Jesse Crowell until February 5, 2024, i.e., three days after his employment termination,
4 and this check did not include waiting time penalties.

5 141. As such, Defendants willfully failed to pay the members of the Independent LC
6 203 Class all wages due and owing at the time of their termination or within seventy-two hours
7 of their resignation.

8 142. Defendants' willful failure to timely pay final wages to the members of the
9 Independent LC 203 Class violates Labor Code §§ 201-202 because Defendants knew or should
10 have known final wages were due to the members of the Independent LC 203 Class by a date
11 certain, but Defendants failed to pay them on a timely basis on or before that deadline.

12 143. Thus, the members of the Independent LC 203 Class are entitled to recovery
13 under to Labor Code § 203.

14 **ELEVENTH CAUSE OF ACTION**
15 **PENALTIES UNDER LABOR CODE § 2699**
16 **(On Behalf of the Aggrieved Employees)**
17 **(Against All Defendants)**

18 144. Plaintiffs incorporate by reference and reallege each and every one of the
19 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set
20 forth herein.

21 145. In addition to seeking civil penalties for the substantive Labor Code violations as
22 alleged above, Plaintiffs allege as follows:

23 **A. VIOLATIONS OF LABOR CODE § 246**

24 146. Labor Code § 246(a) states: "An employee who, on or after July 1, 2015, works in
25 California for the same employer for 30 or more days within a year from the commencement of
26 employment is entitled to paid sick days as specified in this section."

27 147. Labor Code § 246(b)(1) states: "An employee shall accrue paid sick days at the
28 rate of not less than one hour per every 30 hours worked, beginning at the commencement of

1 employment or the operative date of this article, whichever is later, subject to the use and accrual
2 limitations set forth in this section.” Labor Code § 246 goes on to describe how employers can
3 remain compliant with Labor Code § 246.

4 148. Defendants, as a matter of established company policy and procedure, at each and
5 every one of the individual facilities owned and/or operated by Defendants, during the relevant
6 time period:

7 a. Administered a uniform company policy and practice as to the pay policies
8 regarding Plaintiff and all other similarly situated aggrieved employees; and

9 b. Failed to always pay for all requested sick days for Plaintiff and all other
10 similarly situated aggrieved employees in a manner that fully complies with
11 Labor Code § 246(a)(1) and 246.5(a).

12 149. Defendants’ pattern, practice, and uniform administration of corporate policy
13 regarding illegal employee compensation as described herein is unlawful and creates an
14 entitlement to recovery by all other similarly situated aggrieved employees, in a civil action, to
15 the extent allowed by law.

16 **B. PENALTIES ASSESSED**

17 150. Under Labor Code § 2699(a) (which provides that any provision of the Labor
18 Code that provides for a civil penalty to be assessed and collected by the LWDA, or any of its
19 departments, divisions, commissions, board agencies or employees, such civil penalties may, as
20 an alternative, be recovered through a civil action brought by an aggrieved employee on behalf
21 of himself or herself and other current or former employees) and Labor Code § 2699(f) (which
22 establishes a civil penalty for violations of all Labor Code provisions except those for which a
23 civil penalty is specifically provided), the aggrieved employees seek recovery of all applicable
24 civil penalties, as follows:

25 a. As applicable, for civil penalties under Labor Code § 2699(f), for all
26 violations of the Labor Code except for those for which a civil penalty is
27 specifically provided, in the amount of \$100 for each aggrieved employee per
28 pay period for the initial violation; and \$200 for each aggrieved employee per

1 pay period for each subsequent violation;

- 2 b. As applicable, civil penalties under Labor Code § 558 (in addition to and
3 entirely independent and apart from any other penalty provided in the Labor
4 Code), for violations of Labor Code §§ 500-556, in the amount of \$50 for
5 each underpaid aggrieved employee for each pay period the aggrieved
6 employee was underpaid, and \$100 for each subsequent violation for each
7 underpaid employee for each pay period for which the employee was
8 underpaid;
- 9 c. As applicable, for civil penalties under Labor Code § 1197.1 (in addition to
10 and entirely independent and apart from any other penalty provided in the
11 Labor Code), for violations of Labor Code §§ 1194 and 1197, in the amount
12 of \$100 for each underpaid aggrieved employee for each pay period the
13 aggrieved employee was intentionally underpaid, and \$250 for each
14 subsequent violation for each underpaid aggrieved employees regardless of
15 whether the initial violation was intentionally committed;
- 16 d. As applicable, for civil penalties under Labor Code § 210 (in addition to and
17 entirely independent and apart from any other penalty provided in the Labor
18 Code), for each employee who is/was not paid wages in accordance with
19 Labor Code §§ 204 and 204b in the amount of a civil penalty of \$100 for each
20 aggrieved employee per pay period for each initial violation, and \$200 for
21 each aggrieved employee per pay period for each subsequent violation;
- 22 e. As applicable, for civil penalties under Labor Code § 226.3 (in addition to and
23 entirely independent and apart from any other penalty provided in the Labor
24 Code), for each violation of Labor Code § 226(a), in the amount of \$250 for
25 each aggrieved employee per pay period for each violation and \$1,000 for
26 each aggrieved employee per pay period for each subsequent violation;
- 27 f. As applicable, for civil penalties under Labor Code § 248.5(e) (in addition to
28 and entirely independent and apart from any other penalty provided in the

Labor Code), for each violation of Labor Code § 246; and

g. As applicable, for any and all additional civil penalties and sums as provided by the Labor Code and/or other relevant statutes

151. In addition, Plaintiff seeks and is entitled to 65% of all penalties obtained under Labor Code § 2699 to be allocated to the LWDA, for education of employers and employees about their rights and responsibilities under the Labor Code, and 35% to Plaintiff and all other similarly situated aggrieved employees.

152. Further, Plaintiff is entitled to recover reasonable attorneys' fees and costs under Labor Code §§ 2699(k)(1) and any other applicable statute.

153. Labor Code § 2699.3(a) states in pertinent part: "A civil action by an aggrieved employee pursuant to subdivision (a) or (f) of Section 2699 alleging a violation of any provision listed in Section 2699.5 shall commence only after the following requirements have been met: (1) (A) The aggrieved employee or representative shall give written notice by online filing with the Labor and Workforce Development Agency and by certified mail to the employer of the specific provisions of this code alleged to have been violated, including the facts and theories to support the alleged violation."

154. Labor Code § 2699.3(c)(1) states in pertinent part: "A civil action by an aggrieved employee pursuant to subdivision (a) or (f) of Section 2699 alleging a violation of any provision other than those listed in Section 2699.5 or Division 5 (commencing with Section 6300) shall commence only after the following requirements have been met: (1) (A) The aggrieved employee or representative shall give written notice by online filing with the Labor and Workforce Development Agency and by certified mail to the employer of the specific provisions of this code alleged to have been violated, including the facts and theories to support the alleged violation."

155. Here, Plaintiffs' civil action alleges violations of provisions listed in Labor Code § 2699.5 and violations of provisions other than those listed in Labor Code § 2699.5. As such, Labor Code § 2699.3(a) and § 2699.3(c) apply to this action.

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1 156. On September 3, 2024, Plaintiffs complied with Labor Code § 2699.3(a) and
2 Labor Code § 2699.3(c) in that Plaintiffs gave written notice by online filing with the LWDA
3 and by certified mail to Defendants of the specific provisions of the Labor Code alleged to have
4 been violated, including the facts and theories to support the alleged violations. Attached hereto
5 as Exhibit 1 is Plaintiffs' LWDA letter.

6 157. Labor Code § 2699.3(a) further states in pertinent part: "(2)(A) The agency shall
7 notify the employer and the aggrieved employee or representative by certified mail that it does
8 not intend to investigate the alleged violation within 60 calendar days of the postmark date of the
9 notice received pursuant to paragraph (1). Upon receipt of that notice or if no notice is provided
10 within 65 calendar days of the postmark date of the notice given pursuant to paragraph (1), the
11 aggrieved employee may commence a civil action pursuant to Section 2699."

12 158. As of November 7, 2024 (65 calendar days after Plaintiffs' September 3, 2024
13 LWDA letter was filed online), Plaintiffs had not received any notification that the LWDA
14 intended to investigate the alleged violations. As such, Plaintiffs have complied with Labor Code
15 § 2699.3(a) and are authorized to commence a civil action that includes a cause of action under
16 Labor Code § 2699.

17 159. Further, as of October 6, 2024 (33 calendar days after Plaintiffs' September 3,
18 2024 LWDA letter was mailed to Defendants via certified mail), Plaintiffs have not received
19 from Defendants written notice by certified mail that the alleged violations have been cured,
20 including a description of actions taken. As such, Plaintiffs have complied with Labor Code §
21 2699.3(c) and are authorized to commence a civil action that includes a cause of action under
22 Labor Code § 2699.

23 **TWELFTH CAUSE OF ACTION**

24 **UNFAIR BUSINESS PRACTICES**

25 **(On Behalf of the 17200 Class)**

26 **(Against All Defendants)**

27 160. Plaintiffs incorporate by reference and reallege each and every one of the
28 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set

1 forth herein.

2 161. Business & Professions Code § 17200 provides, in pertinent part, “unfair
3 competition shall mean and include any unlawful, unfair or fraudulent business act.”

4 162. Business & Professions Code § 17205 provides that unless otherwise expressly
5 provided, the remedies or penalties provided for unfair competition “are cumulative to each other
6 and to the remedies or penalties available under all other laws of this state.”

7 163. Business & Professions Code § 17204 provides that an action for any relief from
8 unfair competition may be prosecuted by any person who has suffered injury in fact and has lost
9 money or property as a result of such unfair competition.

10 164. Defendants have engaged in unlawful, unfair and fraudulent business acts or
11 practices prohibited by Business & Professions Code § 17200, including those set forth in the
12 preceding and foregoing paragraphs of the complaint, thereby depriving the members of the
13 17200 Class of the minimum working standards and conditions due to them under the Labor
14 Code and/or the IWC Wage Orders, as specifically described herein.

15 165. Defendants have engaged in unfair business practices in California by practicing,
16 employing and utilizing the employment practices outlined in the preceding paragraphs,
17 specifically, by requiring employees to perform the labor services complained of herein without
18 the requisite compensation.

19 166. Defendants’ use of such practices constitutes an unfair business practice and
20 unfair competition and provides an unfair advantage over Defendants’ competitors.

21 167. Plaintiffs have suffered injury in fact and have lost money or property as a result
22 of such unfair competition.

23 168. Plaintiffs seek full restitution from Defendants, as necessary and according to
24 proof, to restore any and all monies withheld, acquired, and/or converted by Defendants by
25 means of the unfair practices complained of herein.

26 169. Further, if Defendants are not enjoined from the conduct set forth above,
27 Defendants will continue to practice, employ, and utilize the employment practices outlined in
28 the preceding paragraphs.

170. Therefore, Plaintiffs request that the Court issue a preliminary and permanent injunction prohibiting Defendants from engaging in the foregoing conduct.

VI.

WHEREFORE, Plaintiffs pray:

As to the First Cause of Action for Failure to Pay All Wages:

As to the Second Cause of Action for Failure to Pay All Overtime Wages at the Legal Overtime
Pay Rate:

As to the Third Cause of Action for Failure to Provide Meal Periods:

- j. For one hour of pay at the regular rate of compensation for each member of the Meal Period Class for each workday that a meal or rest period was not provided;
- k. For an award of reasonable attorneys' fees and costs under Labor Code § 218.5;
- l. For pre-judgment interest as authorized by Labor Code § 218.6 and Civil Code § 3287;

As to the Fourth Cause of Action for Failure to Authorize and Permit Paid Rest Periods:

- m. For one hour of pay at the regular rate of compensation for each member of the Rest Period Class for each workday that a meal or rest period was not provided;
- n. For an award of reasonable attorneys' fees and costs under Labor Code § 218.5;
- o. For pre-judgment interest as authorized by Labor Code § 218.6 and Civil Code § 3287;

As to the Fifth Cause of Action for Failure to Pay Premium Wages At the Legal Pay Rate:

- p. For damages, as set forth in Labor Code § 1194(a) and the IWC Wage Order(s) regarding wages due and owing, according to proof;
- q. For pre-judgment interest as allowed by Labor Code §§ 218.6 and 1194(a) and Civil Code § 3287;
- r. For an award of reasonable attorneys' fees and costs under Labor Code §§ 218.5 and/or 1194(a);

As to the Sixth Cause of Action for Unpaid Reimbursements for Work Expenses:

- s. For recovery of the unpaid balance for all necessary expenditures and losses incurred in direct consequence of the discharge of Defendants' duties;
- t. For interest thereon at the same rate as judgments in civil actions, accruing from the date on which each member of the Reimbursements Class incurred the necessary expenditure or loss, under Labor Code § 2802(b);
- u. For reasonable attorneys' fees and costs under Labor Code § 2802(c);

As to the Seventh Cause of Action for Illegal Wage Deductions:

- v. For reimbursement of all illegal wage deductions;

1 w. For penalties under Labor Code § 225.5;

2 x. For interest as authorized by Labor Code § 218.6 and Civil Code §§ 3287(b);

3 y. For an award of reasonable attorneys' fees and costs;

4 As to the Eighth Cause of Action for Failure to Timely Furnish Accurate Itemized Wage

5 Statements:

6 z. For recovery as authorized by Labor Code § 226(e);

7 aa. For an award of costs and reasonable attorneys' fees under Labor Code §§
8 226(e)/(g);

9 As to the Ninth Cause of Action for Derivative Violations of Labor Code §§ 201-202:

10 bb. For recovery as authorized by Labor Code § 203;

11 As to the Tenth Cause of Action for Independent Violations of Labor Code §§ 201-202:

12 cc. For recovery as authorized by Labor Code § 203;

13 As to the Eleventh Cause of Action for Penalties Under Labor Code § 2699:

14 dd. As applicable, for civil penalties under Labor Code § 2699(f), in addition to and
15 entirely independent and apart from other penalties in the Labor Code and for Labor
16 Code violations without a specific civil penalty, in the amount of \$100 for each
17 aggrieved employee per pay period for each violation, and \$200 for each aggrieved
18 employee per pay period for each subsequent violation;

19 ee. As applicable, for civil penalties under Labor Code § 558, in addition to and
20 entirely independent and apart from other penalties in the Labor Code, as follows:

21 i) For any initial violation, fifty dollars (\$50) for each aggrieved underpaid
22 employee for each pay period for which the employee was underpaid; and

23 ii) For each subsequent violation, one hundred dollars (\$100) for each
24 aggrieved underpaid employee for each pay period for which the employee
25 was underpaid;

26 ff. As applicable, for civil penalties under Labor Code § 1197.1, in addition to and
27 entirely independent and apart from other penalties in the Labor Code, as follows:

28 i) For any initial violation that is intentionally committed, \$100 for each

aggrieved underpaid employee for each pay period for which the employee was underpaid; and

ii) For each subsequent violation, regardless of whether the initial violation is intentionally committed, \$250 for each aggrieved underpaid employee for each pay period for which the employee was underpaid;

gg. As applicable, for civil penalties under Labor Code § 210, in addition to and entirely independent and apart from other penalties in the Labor Code, in the amount of \$100 for each aggrieved employee per pay period for each violation, and \$200 for each aggrieved employee per pay period for each subsequent violation;

hh. As applicable, for civil penalties under Labor Code § 226.3, in addition to and entirely independent and apart from other penalties in the Labor Code, in the amount of \$250 for each aggrieved employee per pay period for each violation, and \$1,000 for each aggrieved employee per pay period for each subsequent violation;

ii. As applicable, for civil penalties under Labor Code § 248.5(e) (in addition to and entirely independent and apart from any other penalty provided in the Labor Code), for each violation of Labor Code § 246;

jj. As applicable, for reasonable attorneys' fees and costs incurred under Labor Code § 2699(k)(1) and any other applicable statute; and

kk. For such relief as this Court may deem just and proper.

As to the Twelfth Cause of Action for Unfair Business Practices:

ll. For an accounting, under administration of Plaintiffs and/or the receiver and subject to Court review, to determine the amount to be returned by Defendants, and the amounts to be refunded to members of the Classes who are owed monies by Defendants;

mm. For an Order requiring Defendants to identify each of the members of the Classes by name, home address, home telephone number and, if available, email address;

nn. For an Order requiring Defendants to make full restitution and payment under California law;

- 1 oo. For an Order for a preliminary and/or permanent injunction prohibiting Defendants
2 from engaging in the acts complained of herein;
3 pp. For the creation of an administrative process wherein each injured member of the
4 Classes may submit a claim in order to receive his/her money;
5 qq. For all other appropriate injunctive, declaratory and equitable relief;
6 rr. For interest to the extent permitted by law;
7 ss. For an award of attorneys' fees and costs incurred in the investigation, filing and
8 prosecution of this action under Code of Civil Procedure § 1021.5, Business &
9 Professions Code §§ 17200, et seq., Labor Code § 1194 and/or any other applicable
10 provision of law

11 As to All Causes of Action:

- 12 tt. For such relief as this Court may deem just and proper, including reasonable
13 attorneys' fees and costs incurred.

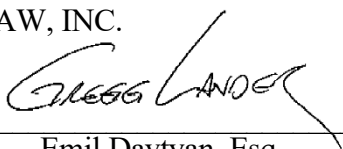
14 **VII.**

15 **DEMAND FOR JURY TRIAL**

16 Plaintiffs hereby demand trial of their claims by jury to the extent authorized by law.

17 Dated: November 8, 2024

D.LAW, INC.

18 By: 
19 _____

Emil Davtyan, Esq.
Gregg Lander, Esq.
Vanessa M. Ruggles, Esq.
Guido E. Toscano, Esq.
Attorneys for Plaintiffs

EXHIBIT 1

September 3, 2024

Submitted at <https://www.dir.ca.gov> with \$75 filing fee

PAGA Administrator
California Labor and Workforce Development Agency
PAGAFilings@dir.ca.gov

Re: Pentair Commercial Services, LLC (the “Employer”)

NOTICE OF LABOR CODE VIOLATIONS UNDER LABOR CODE § 2699.3

To: PAGA Administrator, California Labor and Workforce Development Agency, and the Employer

From: Jesse Crowell (the “Employee”), who was subjected to the wage and hour practices set forth below

The Employee, by way of the above-named counsel, submits this Notice, under and in compliance with the requirements of California Labor Code § 2699.3(a)/(c), and alleges the facts and theories to support the alleged violations as follows:

During the applicable time period the Employer employed the Employee and all other similarly situated aggrieved employees as non-exempt employees and utilized consistent policies and procedures regarding the Employee and all such other aggrieved employees, as follows:

First, the Employee and other aggrieved employees spent time under the Employer’s control but the Employer failed to pay all straight time, minimum, and/or overtime wages due for the time the Employee and other aggrieved employees were subject to the Employer’s control. For example, the Employer required the Employee and other aggrieved employees to work off the clock, including for time responding to texts and calls, driving to worksites, loading and unloading the company vehicle, and fueling and maintaining the company vehicle. Because the Employer failed to pay all straight time wages, minimum wages, and overtime wages due for the time the Employee and other aggrieved employees were subject to the Employer’s control, the Employer violated Labor Code §§ 510, 1194, 1197, and/or 1198 and the applicable Industrial Wage Order, and owes penalties under Labor Code §§ 2699(f), 1197.1, and/or 558.

Second, the Employer paid the Employee and other aggrieved employees certain forms of non-discretionary pay, including but not limited to bonuses. However, the Employer did not include all forms of remuneration in the overtime pay rate when the Employee and other aggrieved employees worked overtime. As such, the Employer violated Labor Code §§ 510, 1194, 1197, 1198 and the applicable Industrial Wage Order and owes penalties under Labor Code §§ 2699(f), 1197.1, and/or 558.

Third, the Employer failed to timely provide all legally compliant meal breaks (including second meal breaks) to the Employee and other aggrieved employees, because the Employer failed to relinquish all control and/or because meal breaks were missed, interrupted, short and/or late. The Employee and other aggrieved employees routinely worked over five hours but did not always get lawful full thirty-minute uninterrupted meal breaks within the first five hours of their shifts. Further, they sometimes worked over ten and/or twelve hours but were not timely provided a legally compliant second meal break. The Employer did not always pay a meal period penalty for these violations. As such, the Employer violated Labor Code §§ 226.7, 512, and 516



and the applicable Industrial Wage Order ¶ 11 and owes penalties under Labor Code §§ 2699(f) and/or 558.

Fourth, the Employer failed to always authorize and permit paid rest breaks to the Employee and other aggrieved employees. The Employee and other aggrieved employees did not always get full ten-minute uninterrupted rest breaks within the first four hours of their shift or major fraction thereof and each subsequent four hours worked thereafter or major fraction thereof. As such, the Employee and other aggrieved employees were not always authorized and permitted legally compliant rest breaks. The Employer did not always pay a rest period penalty for these violations. As such, the Employer violated Labor Code §§ 226.7 and 516, and the applicable Industrial Wage Order ¶ 12(A)/(B) and owes rest period wages and penalties under Labor Code §§ 2699(f) and/or 558.

Fifth, the Employer sometimes paid the Employee and other aggrieved employees premium pay for meal and/or rest period violations. However, the Employer failed to always comply with the meal and/or rest period penalty payment requirements established by *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal.5th 858, Labor Code §§ 226.7, 512, 516, and Section 11 and/or 12 of the IWC Wage Order(s). Specifically, the Employer failed to always include all forms of remuneration in the calculation of the regular rate of pay. As such, the Employer owes the Employee and other aggrieved employees unpaid wages, in violation of Labor Code §§ 1194 and 226.7(c) and owes penalties under Labor Code §§ 2699(f), 1197.1, and/or 558.

Sixth, the Employee and other aggrieved employees incurred expenses while performing reasonable and necessary work-related duties, including but not limited to the use of their personal mobile devices, tools/equipment, travel expenses, and other expenses for work-related activities. The Employer failed to reimburse for these work-related expenses. As such, the Employer violated Labor Code § 2802 by failing to reimburse the Employee and other aggrieved employees for all business expenses reasonably incurred in the course of their required work duties and owes penalties under Labor Code § 2699(f).

Seventh, the Employer took illegal deductions from the Employee and other aggrieved employees in violation of Labor Code § 221 including, but not limited to, deductions labeled “Smoker Premium” and “ID Theft.” As such, the Employer violated Labor Code § 221 and the applicable Industrial Wage Order and owes penalties under Labor Code §§ 2699(f).

Eighth, regarding wage statements, under Labor Code § 226 and the applicable Industrial Wage Order, the Employer is required to include certain information on a paystub. Here, because of the Employer failed to pay all wages as set forth above, the Employer issued wage statements that inaccurately reflected hours worked and/or wages earned by the Employee and other aggrieved employees, and the Employer has derivatively violated Labor Code § 226 and owes penalties under Labor Code §§ 2699(f) and/or 226.3.

Ninth, because the Employer failed to pay all wages as set forth above, formerly-employed aggrieved employees are entitled to 30 days of wages at their regular rate of pay for the Employer’s failure to pay all wages due upon separation of employment. The Employer’s failure to timely pay final wages to formerly-employed aggrieved employees was willful in that the Employer adopted policies and/or practices that were incompatible with the Labor Code. Because the Employer failed to pay all wages as set forth above, the Employer derivatively violated Labor Code §§ 201-202 and owes penalties under Labor Code §§ 2699(f) and/or 201-203.



Tenth, also regarding waiting time penalties, in addition to the derivative violations of Labor Code § 203 set forth above, the Employer did not timely pay the Employee and other separated aggrieved employees all wages due and owing in a timely manner. For example, the Employer terminated the Employee on February 2, 2024, so his final wages were immediately due and owing. However, the Employer willfully failed to pay the Employee his final wages until February 5, 2024. Therefore, the Employer violated Labor Code §§ 201-203 and owes penalties under Labor Code §§ 2699(f) and/or 201-203.

Twelfth, the Employer failed to always provide the Employee and other aggrieved employees with paid sick days. In violation of Labor Code § 246, the Employee and other aggrieved employees worked for the Employer for 30 or more days after July 1, 2015, yet the Employer did not always pay for all requested sick days under Labor Code § 246(a)(1). As such, the Employer owes the Employee and other aggrieved employees unpaid sick days and/or accrued sick days and owes penalties under Labor Code §§ 2699(a)/(f), 248.5, and/or 558.

Under Labor Code § 2699.3(a)(2)(A), please advise within 65 calendar days of the postmark date of this notice whether the LWDA intends to investigate these alleged violations.

Further, under Labor Code § 2699.3(c)(2)(A), the Employer may cure the alleged violations within 33 calendar days of the postmark date of this notice and within that period, give notice by certified mail if the alleged violation is cured, including a description of actions taken.

In addition, this letter clearly sets forth the Employee's grievances and proposed remedies, under the Labor Code, PAGA, and otherwise, as set forth above. The Employee would like to engage in reasonable efforts to settle this dispute before filing a civil action against the Employer. The Employee gives the Employer the opportunity, prior to the expiration of the deadline for the LWDA to investigate, to meet the Employee's demands and settle this dispute.

We understand that if we do not receive a response within 65 calendar days of the postmark and filing date of this notice that the LWDA intends to investigate these allegations and/or a notice from the Employer that the alleged violations are cured, and/or if the alleged violations are not cured, then the Employee may immediately thereafter commence a civil action against the Employer under Labor Code § 2699.

Thank you for your consideration.

Regards,

Emil Davtyan
Gregg Lander
Vanessa M. Ruggles

cc: (via Certified Mail)
Pentair Commercial Services, LLC
10015 South Mandel St.
Plainfield, IL 60585

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I, the undersigned, am over the age of 18 years and not a party to this action. My business address is 1635 Pontius Avenue, Second Floor, Los Angeles, CA 90025-3361, which is located in Los Angeles County, where the service herein occurred.

On the date of execution hereof, I caused to be served the following attached document/s:

FIRST AMENDED COMPLAINT (AMENDED AS A MATTER OF RIGHT UNDER LABOR CODE § 2699.3(a)(2)(C))

on the interested parties in this action, addressed as follows:

Attorneys for Defendant Pentair Commercial Services, LLC:

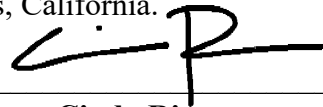
Christopher J. Kondon, Esq
Saman M. Rejali, Esq.
SHOOK, HARDY & BACON, LLP
2121 Avenue of the Stars, Suite 1400
Los Angeles, CA 90067
Tel.: (424) 285-8330 / Fax: (424) 204-9093
Emails: CKondon@shb.com, SRejali@shb.com

using the following service method:

X VIA ELECTRONIC MAIL: Service by electronic mail to parties who have already appeared in this post-January 1, 2019 proceeding was made pursuant to the procedures specified in California Code of Civil Procedure § 1010.6(b). The electronic mail was sent to electronic service address(es) that has/have been previously confirmed by email.

I declare under penalty of perjury under the laws of the United States of America and the State of California that the foregoing is true and correct.

Executed on **November 8, 2024**, at Los Angeles, California.



Cindy Rivas