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County of Solano
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Attorneys for Plaintiff MARK TAFT,
on behalf of the general public as private attorney general

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SOLANO**

CU24-09783

MARK TAFT, on behalf of the general public as
private attorney general,

Plaintiff,

v.

JAJ ROOFING d/b/a CITADEL ROOFING
AND SOLAR; and DOES 1-50, inclusive,

Defendants.

**PAGA REPRESENTATIVE ACTION
COMPLAINT PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL ACT
(Labor Code §§ 2698 *et seq.*)**

COMES NOW, MARK TAFT (“Plaintiff”), on behalf the general public and all non-exempt aggrieved employees, acting on behalf of the California Attorney General as private attorney general, asserts claims against Defendants JAJ ROOFING d/b/a CITADEL ROOFING AND SOLAR and DOES 1-50, inclusive (collectively “Defendants”) as follows:

I. INTRODUCTION

1. This is a representative action for recovery of penalties under the Private Attorneys General Act of 2004 (“PAGA”), Cal. Lab. Code sections 2698 *et seq.* PAGA permits “aggrieved employees” to bring a lawsuit as a representative action on behalf of the general public as private attorney general and all other current and former aggrieved employees, to recover civil penalties and address an employer’s violations of the California Labor Code.

2. In this case, Defendants violated various provisions of the California Labor Code. As set forth below, Defendants implemented policies and practices which led to the following Labor Code violations which include but are not limited to: (a) failure to pay wages including overtime, (b) failure to provide meal periods for every work period exceeding more than ten (10) hours per day and failure to pay an additional hour’s of pay or accurately pay an additional hour’s of pay in lieu of providing a meal period; (c) failing to pay all wages earned and owed upon separation from Defendant’s employ; (d) failing to provide accurate itemized wage statements; and (e) failing to reimburse expenses. As a result, Plaintiff seeks penalties under Labor Code 2698, *et. seq.* on behalf of the general public as private attorney general and all other aggrieved employees.

II. JURISDICTION AND VENUE

3. The California Superior Court has jurisdiction over this action pursuant to California Constitution Article VI, Section 10, which grants the Superior Court “original jurisdiction in all cases except those given by statute to other trial courts.” The statutes under which this action is brought do not give jurisdiction to any other court.

4. This Court has jurisdiction over Defendants because, upon information and belief, each Defendant either has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by the

1 California Courts consistent with traditional notions of fair play and substantial justice.

2 5. Venue as to each Defendant is proper in this judicial district pursuant to Code of
3 Civil Procedure section 395. Defendants are doing business throughout California, including but
4 not limited to Riverside County, and each Defendant is within the jurisdiction of this Court for
5 service of process purposes. The unlawful acts alleged herein have a direct effect on Plaintiff and
6 all other aggrieved employees within the State of California. Defendants employ numerous
7 aggrieved employees in in the State of California.

8 6. On information and belief, Defendants have conducted business within the State of
9 California during the purported liability period and continue to conduct business throughout the
10 State of California. The unlawful acts alleged herein have had a direct effect on Plaintiff, and the
11 similarly situated non-exempt aggrieved employees within California.

12 7. The California Superior Court also has jurisdiction in this matter because on
13 information and belief there are no federal questions at issue, as the issues herein are based solely
14 on California statutes and law, including the California Labor Code, the IWC Wage Orders, the
15 California Code of Civil Procedure, the California Civil Code, and the California Business and
16 Professions Code.

17 8. On information and belief, during the statutory liability period and continuing to
18 the present ("liability period"), Defendant consistently maintained and enforced against
19 Defendant's Non-Exempt Aggrieved Employees, among others, the following unlawful practices
20 and policies, in violation of California state wage and hour laws: (a) failure to pay wages including
21 overtime, (b) failure to provide meal periods for every work period exceeding more than ten (10)
22 hours per day and failure to pay an additional hour's of pay or accurately pay an additional hour's
23 of pay in lieu of providing a meal period; (c) failing to pay all wages earned and owed upon
24 separation from Defendant's employ; (d) failing to provide accurate itemized wage statements;
25 and (e) failing to reimburse expenses.

26 9. Plaintiff on behalf of the general public as private attorney general and all other
27 aggrieved employees bring this action pursuant to Labor Code 2698, et. seq. for violations
28 enumerated under 2699.5 as follows: sections 201-203, 510, 226.3, 226.7, 226, 226.3, 227.3, 246,

1 510, 512, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802, and seeking penalties, interest,
2 attorneys' fees and costs.

3 **III. PARTIES**

4 **A. Plaintiff**

5 10. Plaintiff MARK TAFT was at all times relevant to this action a resident of
6 California. Plaintiff was employed by Defendants in approximately February 14, 2022, as a Non-
7 Exempt Employee with the title of Warehouse Lead and worked during the liability period for
8 Defendants until Plaintiff's separation from Defendants' employ in approximately May 16, 2024.
9 Plaintiff's duties included, but were not limited to scheduling loads, loading and unloading of
10 solar panels and transfer to warehouse, operating the fork-lift, and overseeing fellow employees.

11 11. As Defendants' employees, Plaintiffs, and all other aggrieved employees were
12 regularly required to and subsequently suffered:

- 13 a. perform work subject to the control of the employer without being compensated all
14 wages including overtime, all in violation of California labor laws, regulations, and
15 the Industrial Welfare Commission Wage Order ("IWC");
- 16 b. work in excess of five and ten hours per day without being provided meal periods
17 and not compensated one (1) hour of pay at the regular rate of compensation for
18 each workday that a meal period was not provided, all in violation of California
19 labor laws, regulations, and the Industrial Welfare Commission Wage Orders
20 ("IWC");
- 21 c. not reimbursed for business expenses incurred;
- 22 d. not timely paid all wages owed upon separation; and
- 23 e. not provided accurate itemized wage statements.

24 12. On information and belief, Defendants willfully failed to pay all earned wages in
25 the form regular wages and overtime wages, and meal period premium wages, to its Non-Exempt
26 Employees and members of the Representative Group; nor have Defendants returned to Plaintiff
27 or members of the Representative Group, upon or after separation from employment with
28 Defendants, all wages earned and owing. Plaintiff seeks penalties under Labor Code 2698, *et. seq.*

1 on behalf of the general public as private attorney general and all other aggrieved employees.

2 **20. Defendant**

3 13. Defendants JAJ ROOFING d/b/a CITADEL ROOFING AND SOLAR operates as
4 a roofing and solar business. Plaintiff estimates there are in excess of 100 Non-Exempt Employees
5 who work or have worked for Defendants over the last four years.

6 14. Other than identified herein, Plaintiff is unaware of the true names, capacities,
7 relationships and extent of participation in the conduct alleged herein, of the defendants sued as
8 DOES 1 through 50, but is informed and believes and thereon alleges that said defendants are
9 legally responsible for the wrongful conduct alleged herein and therefore sues these defendants by
10 such fictitious names. Plaintiff will amend this complaint when their true names and capabilities
11 are ascertained.

12 15. Plaintiff is informed and believes and thereon alleges that each Defendant, directly
13 or indirectly, or through agents or other persons, employed Plaintiff and other members of the
14 Representative Group, and exercised control over their wages, hours, and working conditions.
15 Plaintiff is informed and believes and thereon alleges that each defendant acted in all respects
16 pertinent to this action as the agent of the other defendants, carried out a joint scheme, business
17 plan or policy in all respects pertinent hereto, and the acts of each defendant are legally
18 attributable to the other defendants.

19 **IV. GENERAL ALLEGATIONS**

20 16. At all times set forth herein, Defendant employed Plaintiff and other persons in the
21 capacity of non-exempt positions, however titled, throughout the state of California.

22 17. Plaintiff is informed and believes Aggrieved Employees have at all times pertinent
23 hereto been Non-Exempt within the meaning of the California Labor Code and the implementing
24 rules and regulations of the IWC California Wage Orders.

25 18. Defendant continues to employ Non-Exempt Employees, however titled, in
26 California and implement a uniform set of policies and practices to all non-exempt employees, as
27 they were all engaged in the generic job duties of a roofing and solar business.

28 19. Plaintiff is informed and believes, and thereon alleges, that Defendants are and

1 were advised by skilled lawyers and other professionals, employees, and advisors with knowledge
2 of the requirements of California's wage and employment laws.

3 20. On information and belief, during the relevant time frame, Plaintiff and Aggrieved
4 Employees frequently worked well over eight (8) hours in a day and forty (40) hours in a work
5 week.

6 21. Plaintiff and the Aggrieved Employees were regularly required to work shifts in
7 excess of five hours without being provided a lawful meal period and over ten hours in a day
8 without being provided a second lawful meal period as required by law. Plaintiff was forced to
9 work through virtually all meal periods. For instance, Plaintiff was required to operate the fork-lift
10 during his meal periods.

11 22. Plaintiff and Aggrieved Employees missed meal breaks on a daily basis, as they
12 were always interrupted. Defendant failed to pay premium wages for missed, short or late meal
13 breaks.

14 23. Indeed, during the relevant time, as a consequence of Defendants' staffing and
15 scheduling practices, lack of coverage, work demands, and Defendants' policies and practices,
16 Defendants frequently failed to provide Plaintiff and the Aggrieved Employees timely, legally
17 complaint uninterrupted 30-minute meal periods on shifts over five hours as required by law.

18 24. Similarly, as a consequence of Defendants' staffing and scheduling practices, lack
19 of coverage, work demands, and Defendants' policies and practices, Defendants frequently failed
20 to provide Plaintiff and the Aggrieved Employees legally compliant second meal periods on shifts
21 over ten hours as required by law.

22 25. Plaintiff and Aggrieved Employees were required to keep their work cellphones on
23 their persons at all times during their shifts in order to respond to work related calls, even during
24 meal periods.

25 26. On information and belief, Plaintiff and Aggrieved Employees did not waive their
26 rights to meal periods under the law.

27 27. Plaintiff and the Aggrieved Employees were not provided with valid lawful on-duty
28 meal periods.

1 28. Despite the above-mentioned meal period violations, Defendants failed to
2 compensate Plaintiff, and on information and belief, failed to compensate Aggrieved Employees,
3 one additional hour of pay at their regular rate as required by California law when meal periods
4 were not timely or lawfully provided in a compliant manner.

5 29. Plaintiff is informed and believes, and thereon alleges, that Defendants know,
6 should know, knew, and/or should have known that Plaintiff and the other Aggrieved Employees
7 were entitled to receive premium wages based on their regular rate of pay under Labor Code
8 §226.7 but were not receiving such compensation.

9 30. Plaintiff, and on information and belief Aggrieved Employees, were not
10 compensated for off-the-clock pre-shift activities. For instance, Plaintiff was forced to work off
11 the clock to open up the office prior to clocking-in for his shift. Plaintiff would unlock and unarm
12 the office, open the gate, and prepare the office for the day, while off-the-clock.

13 31. Defendants also failed to provide accurate, lawful itemized wage statements to
14 Plaintiff and the Aggrieved Employees in part because of the above specified violations. In
15 addition, upon information and belief, Defendants omitted an accurate itemization of the
16 premiums due and owing for meal period violations and also gross pay and net pay figures from
17 Plaintiff and the Aggrieved Employees' wage statements.

18 32. Defendants wage statements also fail to display the correct entity name, as it is
19 different than the company name listed and registered with the California Secretary of State.

20 33. On information and belief, Defendants failed to reimburse business expenses
21 incurred by Plaintiff and Aggrieved Employees as a result of the discharge of their duties. For
22 instance, Plaintiff and Aggrieved Employees were required to use their personal cellphones as
23 Plaintiff and Aggrieved Employees used their cellphones to stay in contact with Defendants
24 regarding work matters on a daily basis, throughout the entirety of their shifts. Plaintiff was forced
25 to use his cell phone to contact Defendants regarding work matters because there was no phones in
26 the building where he worked. Such business expenditures incurred were incurred in direct
27 consequence of Plaintiff's and Aggrieved Employees' duties pursuant to Labor Code § 2802.
28

1 34. Defendants also failed to adequately reimburse Plaintiffs and Aggrieved Employees
2 for mileage incurred as a direct consequence of Plaintiff's job duties. Defendants required Plaintiff
3 drive during work hours on two occasions, using Plaintiff's personal vehicle travel for work
4 related purposes.

5 35. In addition, the Aggrieved Employees frequently worked in excess of eight (8)
6 hours a day and/or over forty (40) hours in a workweek, but were not properly paid for such time
7 at the employee's correct rate of pay per hour for overtime.

8 36. Plaintiff is informed and believes, and thereon alleges, that at all times herein
9 mentioned, Defendants knew that at the time of termination of employment (or within 72 hours
10 thereof for resignations without prior notice as the case may be) they had a duty to accurately
11 compensate Plaintiff and Aggrieved Employees for all wages owed including minimum wages,
12 meal period premiums, and that Defendants had the financial ability to pay such compensation,
13 but willfully, knowingly, recklessly, and/or intentionally failed to do so in part because of the
14 above-specified violations.

15 37. Upon information and belief, Defendants knew and or should have known that it is
16 improper to implement policies and commit unlawful acts such as:

17 (a) requiring employees to work in excess of five (5) hours or ten (10) hours per day
18 without being provided an uninterrupted thirty-minute meal period and/or a second meal period,
19 and without compensating employees with one (1) hour of pay at the regular rate of compensation
20 for each workday that such a meal period was not provided;

21 (b) failing to pay Plaintiff and Aggrieved Employees for all wages including overtime
22 wages owed;

23 (c) failing to timely pay Plaintiff and Aggrieved Employees;

24 (d) failing to provide accurate itemized wage statements; and

25 (e) failing to reimburse business expenses.

26 38. In addition to the violations above, and on information and belief, Defendants knew
27 they had a duty to compensate Plaintiff and Aggrieved Employees for the allegations asserted
28

1 herein and that Defendants had the financial ability to pay such compensation, but willfully,
2 knowingly, recklessly, and/or intentionally failed to do so.

3 **V. REPRESENTATIVE CLAIMS**

4 **THE PRIVATE ATTORNEYS GENERAL ACT- LABOR CODE §§ 2698 *et seq.***

5 39. Plaintiff incorporates by reference and re-alleges each and every allegation
6 contained above, as though fully set forth herein.

7 40. On October 7, 2024, Plaintiff complied with notice requirements pursuant to
8 Labor Code section 2699.3. A copy of the letter sent to the LWDA is attached hereto as **Exhibit**
9 **A**, indicating that the LWDA and Defendants were put on notice of the claims alleged here and
10 that the notice requirement has been satisfied. Sixty-five days have passed and the LWDA has not
11 indicated intent to investigate the claims. Therefore, Plaintiff may proceed with this action in a
12 representative capacity. The substance and violations set forth in this Complaint of which the
13 LWDA was provided timely notice, Plaintiff has also sent a copy of this PAGA Representative
14 Action Complaint to the LWDA.

15 41. Plaintiff is an aggrieved employee as defined in Labor Code Section 2699(a).
16 Plaintiff brings this cause of action on behalf of all current and former California Non-Exempt
17 Employees of Defendants.

18 42. Pursuant to Labor Code section 2699(a) Plaintiff seek to recover civil penalties for
19 which Defendants are liable due to numerous Labor Code violations as set forth in this Complaint,
20 including without limitation Labor Code section 201-203, 510, 221, 223, 226.7, 226, 226.3, 246,
21 512, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 2802, and 2698 *et seq.*, applicable IWC Wage
22 Orders and California Code of Regulations, Title 8, section 11000 *et. seq.*

23 43. At all times relevant, Plaintiff and all other aggrieved employees regularly
24 performed non-exempt work in excess of 50% of the time, and thus, were subject to the meal and
25 rest break requirements of the applicable IWC wage order and the Labor Code.

26 44. Defendants violated Labor Code section 200, 558, 1194, 1197, by failing to
27 accurately pay at least minimum wages due as a result as a result of the methodology of
28 Defendants' piece-rate payment scheme, and for Defendants' failure to compensate Plaintiff and

1 Aggrieved Employees for the off-the-clock work performed as discussed above.

2 45. Defendants violated Labor Code section 510, and 1194 by failing to accurately pay
3 overtime wages owed as discussed above Defendants' failure to account for work time performed
4 off-the-clock by Plaintiff and Aggrieved Employees and due to Defendants' piece-rate payment
5 scheme. Defendants also failed to include all forms of remuneration into the regular rates of pay
6 for overtime calculation purposes as discussed above. Therefore, Defendants violated section 510,
7 and 1194 by not compensating its Non-Exempt Employees for work performed in excess of eight
8 (8) hours in a day or forty (40) hours in a work week. Section 510 of the Labor Code codifies the
9 right to overtime compensation at the rate of one and one-half times the regular rate of pay for all
10 hours worked in excess of eight (8) hours in a day or forty (40) hours in a work week and to
11 overtime compensation twice the regular rate of pay for hours worked in excess of twelve (12)
12 hours in a day or in excess of eight (8) hours in a day on the seventh day of work in a particular
13 work week

14 46. Defendants failed to provide Plaintiff and all other aggrieved employees
15 uninterrupted duty-free meal periods of not less than thirty (30) minutes. Defendants implemented
16 and enforced policies of on duty meal period practices which required employees to work during
17 their meal periods, to forego their meal periods, and/or to return to work from meal periods prior
18 to thirty (30) uninterrupted minutes. As a proximate result of the aforementioned violations,
19 Plaintiff and all other aggrieved employees have been damaged in an amount according to proof at
20 time of trial.

21 47. Defendants also willfully violated Labor Code sections 201-203 by failing to
22 provide all owed wages at separation from employment. Labor Code sections 201 and 202 require
23 Defendants to pay their employees all wages due either at time of firing, or within seventy-two
24 (72) hours of voluntary separation, if not sooner. Section 203 of the Labor Code provides that if
25 an employer willfully fails to timely pay such wages the employer must, as a penalty, continue to
26 pay the subject employee's wages until the back wages are paid in full or an action is commenced.
27 The penalty cannot exceed 30 days of wages.

28 48. Plaintiff and all other aggrieved employees who were separated from employment

1 are entitled to compensation for all forms of wages earned, including but not limited to
2 compensation regular and overtime wages, and for non-provided meal periods, but to date have
3 not received such compensation, therefore entitling them to penalties under PAGA for violations
4 of Labor Code sections 201-203.

5 49. On information and belief, Defendants willfully failed to pay all wages due and
6 owing upon separation from employment. These wages include regular and overtime wages, and
7 meal period premiums.

8 50. On information and belief, Defendants failed to provide accurate itemized wage
9 statements which failed to include the rate of pay and total hours worked per pay period, failed to
10 account for all hours worked, including overtime, and lastly the accurate accounting of, the lawful
11 meal and rest period premiums due and owing to Plaintiff and the aggrieved employees, pursuant
12 to Labor Code section 226(a).

13 51. Defendants have failed to provide Plaintiff and Aggrieved Employees rates of pay
14 and the hours for which they worked for any given pay period.

15 52. Defendants have failed to accurately record all time worked.

16 53. Defendants have also failed to accurately record the meal period premiums owed
17 and all wages owed per pay period.

18 54. Plaintiff and Aggrieved Employees have been injured as they were unable to
19 determine whether they had been paid correctly for all hours worked per pay period among other
20 things.

21 55. Pursuant to Labor Code section 226.3, any employer who violates subdivision (a)
22 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
23 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee
24 for each violation in a subsequent citation, for which the employer fails to provide the employee a
25 wage deduction statement or fails to keep the records required in subdivision (a) of Section 226.

26 56. On information and belief, Defendants failed to reimburse Plaintiff and Aggrieved
27 Employees for business expenses incurred as described above. Labor Code § 2802 requires
28 Defendants to indemnify Plaintiff and Aggrieved Employees for necessary expenditures incurred

1 in direct consequences of the discharge of his or her duties. Despite these realities of the job,
2 Defendants failed to provide reimbursements.

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

7 58. Labor Code section 1197 makes it unlawful to pay an employee less than the
8 minimum wage as established by the Industrial Welfare Commission.

9 59. Labor Code section 1198 provides that the maximum hours of work and the
10 standard conditions of labor fixed by the commission shall be the maximum hours of work and the
11 standard conditions of labor by the commission shall be the maximum hours of work and the
12 standard conditions of labor for employees. The employment of any employee for longer hours
13 than those fixed by the order or under conditions of labor prohibited by the order is unlawful.

14 60. Additionally, Defendants have no accurate records relating to aggrieved
15 employees’ work periods, meal periods, total daily hours worked, total hours worked per payroll
16 period and applicable pay rates, in violation of Wage Order. Similarly, Defendants failed to
17 maintain accurate records relating to hours worked daily in violation of Labor Code sections
18 1174(d), 1174.5.

19 61. As a result of Defendants' unlawful conduct, Plaintiff and Aggrieved employees are
20 entitled to penalties to the extent they were not paid at the prevailing wage rate for all hours
21 worked.

22 62. Plaintiff and the Representative Aggrieved Employees are entitled to recover
23 Penalties and attorneys’ fees and costs under Labor Code section 2698 et. seq.

24 **PRAYER FOR RELIEF**

25 WHEREFORE, Plaintiff prays for judgment against Defendants, as follows:

- 26 1. For penalties according to proof, pursuant to Labor Code §§ 2698 et seq.;
- 27 2. For reasonable attorneys’ fees and costs; and
- 28 3. For such other and further relief as the Court deems proper.

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Dated: December 12, 2024

JAMES HAWKINS APLC

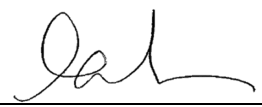
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EXHIBIT A

JAMES *JH* HAWKINS

A PROFESSIONAL LAW CORPORATION

9880 RESEARCH DRIVE, SUITE 200, IRVINE, CALIFORNIA 92618

TELEPHONE (949) 387-7200; FACSIMILE (949) 387-6676

October 7, 2024

Via LWDA Website

Labor and Workforce Development Agency

Attn: PAGA Administrator

1515 Clay Street, Suite 801

Oakland, CA 94612

<http://www.dir.ca.gov/Private-Attorneys-General-Act>

Via Certified Mail

JAJ ROOFING d/b/a CITADEL ROOFING AND SOLAR

Agent for Service of Process:

Dieter Folk

761 Eubanks Drive

Vacaville, CA 95688

Receipt No.: 7021 1970 0001 5646 7398

#

**Re: AMENDED NOTICE PURSUANT TO LABOR CODE SECTIONS
2698, *et seq.***

To Whom It May Concern:

PLEASE TAKE NOTICE that plaintiff MARK TAFT, individually and on behalf of all similarly situated representative aggrieved employees, gives NOTICE to commence and/or amend a civil action pursuant to California Labor Code Sections 2698, *et seq.* Plaintiff hereby gives written notice by certified mail to the Labor and Workforce Development Agency and JAJ ROOFING d/b/a CITADEL ROOFING AND SOLAR through its Agent for Service of Process.

Plaintiff also hereby withdraws J & J ROOFING, INC. d/b/a CITADEL ROOFING AND SOLAR from his Complaint.

Plaintiff hereby attaches a copy of the Proposed PAGA Representative Action Complaint to be filed in the Solano County Superior Court, as though fully set forth herewith setting out the specific provisions of the Labor Code Plaintiff alleges have been violated, including the facts and theories. All labor provisions in the Proposed PAGA Representative Action Complaint alleged to have been violated pertain to all entities and individuals named in the Complaints, even if not expressly specified.

Please advise within sixty (60) days of the post mark on this letter if the LWDA intends to investigate these claims.

Thank you, and if you have any questions, please do not hesitate to contact me.

Very Truly Yours,

A handwritten signature in black ink, appearing to read 'Gregory Mauro', with a stylized, flowing script.

Gregory Mauro

Enclosure: Proposed PAGA Representative Action Complaint