

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

MARK SOARES, individually and on behalf
of all others similarly situated,

Plaintiff,

v.

VYTL CONTROLS GROUP f/k/a PVI
HOLDINGS, INC., W&O SUPPLY, INC.,
and VALVE AUTOMATION AND
SUPPLY OF SAN DIEGO, INC.,

Defendants.

Case No.:

COLLECTIVE ACTION COMPLAINT

DEMAND FOR A JURY TRIAL

COLLECTIVE ACTION COMPLAINT

Plaintiff Mark Soares (“Plaintiff”), through his undersigned counsel, individually and on behalf of all persons similarly situated, files this Collective Action Complaint against Defendants VytL Controls Group f/k/a PVI Holdings, Inc., (“VytL”), W&O Supply, Inc. (“W&O”), and Valve Automation and Supply of San Diego, Inc. (“VAC”), (together “Defendants”), seeking all available relief under the Fair Labor Standards Act of 1938, 29 U.S.C. § 201, *et seq.* (“FLSA”). Plaintiff also brings individual claims under California law. The following allegations are based on personal knowledge as to Plaintiff’s own conduct and are made on information and belief as to the acts of others.

INTRODUCTION

1. This case is about Defendants’ willful misclassification of Plaintiff and other Inside Sales Representatives¹ as exempt employees under the FLSA, and their failure to pay Plaintiff and

¹ “Inside Sale Representatives” refers to all current and former Inside Sales Representatives and employees working in similarly titled positions whose work is primarily composed of making inside sales and who were paid a salary and classified as exempt from overtime.

other Inside Sales Representatives legally required overtime premiums at one- and one-half times their regular rate of pay for all hours worked in excess of forty (40) hours in a workweek.

2. Plaintiff also brings individual claims against Defendants for violations of the California Labor Code (“Labor Code”). These claims are based on Defendants’ failures to (1) pay all wages earned for all hours worked at the correct rates of pay; (2) reimburse necessary business expenses; (3) timely pay all earned wages, and (4) pay all vested vacation time.²

JURISDICTION AND VENUE

3. The exercise of jurisdiction over Plaintiff’s FLSA claim is proper under 29 U.S.C. § 216(b) and 28 U.S.C. § 1331.

4. This Court has supplemental jurisdiction over Plaintiff’s California state law claims under 28 U.S.C. § 1367 because the state law claims share a common nucleus of operative facts with Plaintiff’s federal law claims.

5. Venue in this Court is proper pursuant to 28 U.S.C. § 1391 because Defendant Vytl is incorporated in this judicial district and Defendants conduct a substantial portion of their business activities within this judicial district.

PARTIES

6. Plaintiff is an individual residing in Chula Vista, California. Plaintiff has worked for Defendants as an Inside Sales Representative from approximately June 2021 until the present. Plaintiff’s written consent to be a plaintiff in this action pursuant to 29 U.S.C. § 216(b) is attached hereto as Exhibit A.

² Plaintiff submitted a letter to the California Labor & Workforce Development Agency on May 30, 2025 outlining the statutory claims that Plaintiff intends to bring on behalf of himself and the other Aggrieved Employees pursuant to the Private Attorneys General Act (“PAGA”). Plaintiff will amend his Complaint to add the applicable statutory PAGA claims once the sixty-five (65) day waiting period expires.

7. Defendant VytI is a Delaware corporation that mains its principal address at 2677 Port Industrial Drive, Jacksonville, FL 32226.

8. Defendant W&O is a Florida corporation that maintains its principal address at 2677 Port Industrial Drive, Jacksonville, FL 32226.

9. Defendant VAC is a California Corporation that maintains its principal address at 2677 Port Industrial Drive, Jacksonville, FL 32226.

10. Defendants and/or Defendants’ officers, directors, agents, employees, or representatives committed the unlawful acts alleged in this Complaint while actively engaged in the management of Defendants’ businesses or affairs and with the authorization of Defendants.

11. At all times relevant to this Complaint, Plaintiff and similarly situated workers were “employees” of Defendants and covered by the FLSA.

12. At all times relevant to this Complaint, Plaintiff has been an employee entitled to the protections of the California Labor Code.

13. At all times relevant, Defendants were “employers” covered by the FLSA and California Law.

14. Defendants employ Plaintiff and other similarly situated workers across the United States.

15. Defendants employ individuals engaged in commerce or in the production of goods for commerce and/or handling, selling, or otherwise working on goods or materials that have been moved in or produced in commerce by any person, as required by 29 U.S.C. §§ 206-207.

16. Defendants’ annual gross volume of sales made or business done exceeds \$500,000.

COLLECTIVE DEFINITION

17. Plaintiff brings Count I of this lawsuit pursuant to the FLSA, 29 U.S.C. § 216(b) as

a collective action on behalf of himself and the following similarly situated persons:

All current and former Inside Sales Representatives and similarly titled positions who worked for Defendant Vytel Controls Group or its subsidiaries in the United States and who worked more than forty (40) hours in at least one workweek during the past three years (the “Collective” or “Collective Members”).

18. Plaintiff reserves the right to redefine the Collective prior to notice, and thereafter, as necessary.

FACTS

19. Defendants are one of the world’s largest suppliers of pipes, valves, fittings as well as actuation and engineered solutions to the maritime and upstream oil and gas industries.

20. Defendants serve customers in the marine industry, including commercial shipping, the U.S. Navy, Military Sealift Command, the U.S. Coast Guard, cruise lines, barge owners, offshore oil and natural-gas rigs, and shipyards that build and repair vessels of all sizes.

21. Defendants operate at locations across the United States, including at nine major ports in Alabama, California, Florida, Louisiana, South Carolina, Texas, Virginia, and Washington.

22. Defendants W&O and VAC operate primarily as distributors in the business of producing sales of pipes, valves, and fittings as well as special services to help control and automate how these parts work on marine vessels (the “Products”).

23. Defendants’ primary business function is to generate sales of the Products to customers.

24. Defendants employ dozens of sales representatives, including inside sales representatives and outside sales representatives, to sell the Products to its customers.

Defendants Business Operations

25. Defendant VAC operates at one location in Chula Vista, California and is a wholly

owned subsidiary of Defendant W&O.

26. Defendant W&O acquired Defendant VAC in 2000.
27. Defendant W&O and Defendant VAC operate as one company.
28. Defendant VytI is Defendant W&O's parent company.
29. Defendants comprise and hold themselves out to be one single integrated company.
30. In a recent press release in which Defendant VytI announced its name change from

PVI Holdings Group to VytI Controls Group, CEO Matthew Bate explained:

Our new name is an important message to our employees, customers, distributors and OEM partners we do business with. . . . **As a part of coming together as one company**, we have invested in best-in-class talent, technology, and tools to ensure we are positioned for the future. We are now, more than ever, ready to continue building on our legacy of success, together, as one VytI Controls Group.

Ex. B, Press Release, VYTL Controls Group (January 2, 2025) (emphasis added).

31. To ensure the public understands Defendants' integrated operations, Defendants rebranded their logos to include the designation "a VytI Company."



32. Beyond branding, Defendants' operations are integrated across the VytI companies.
33. Defendants share overlapping directors and officers.

34. As shown in state business filings, Defendants share the same “Principal Place of Business” at 2677 Port Industrial Drive, Jacksonville, FL 32226.

Defendants Are Joint Employers of Plaintiff and Collective Members

35. Defendant VytI exercises control over Defendant W&O’s and Defendant VAC’s business operations.

36. Defendants share a single employee handbook, which Defendant VytI published, and which contains policies and procedures that govern Plaintiff’s and Collective Members’ employment.

37. Defendant VytI exercises control over employee benefits for all Defendants’ employees including *inter alia*, medical, dental, vision, life insurance, and retirement.

38. Defendants have shared authority to hire and fire Plaintiff and other Collective Members.

39. Defendant W&O has authority to hire employees for VAC. Defendant VAC’s California location is listed as a W&O Supply location on Defendant W&O’s website. Defendant W&O posts job openings for VAC on its website.

40. Defendants have and exercise the authority to set Plaintiff’s and other Collective Members’ rates of pay and terms of employment.

41. Defendants have and exercise the authority to set Plaintiff’s and other Collective Members’ work schedules.

42. Defendants set uniform policies and procedures that govern Plaintiff’s and other Collective Members’ day-to-day work from centrally controlled corporate headquarters.

43. Defendants maintain centrally controlled human resources, payroll, and accounting departments that set uniform policies applicable to Plaintiff and other Collective Members.

44. Defendant VytI also centrally plans and sets policies for holiday celebrations at each of Defendants' branch locations, including limitations on timing and budget.

Defendants Misclassified Inside Sales Representatives as Exempt

45. Defendants hired Plaintiff as an Inside Sales Representative in 2021 and pay him an annual salary plus quarterly sales incentive bonuses.

46. Plaintiff's annual compensation ranged from a starting base salary of \$74,000 in 2021 to up to approximately \$94,000, which includes approximately \$6,000 worth of sales incentive bonuses.

47. Defendants classify Plaintiff as an exempt employee.

48. Defendants uniformly classify Inside Sales Representatives as exempt employees and pay them annual salaries plus quarterly sales incentive bonuses.

49. The quarterly sales incentive bonuses are non-discretionary bonuses and are based on a predetermined formula.

50. As an Inside Sales Representative, Plaintiff's primary responsibilities and job duties are characterized as making inside sales of Defendants' Products. More than ninety percent (90%) of Plaintiff's working time is spent on inside sales or work in furtherance of his inside sales.

51. Inside Sales Representatives sell Defendants' Products to Defendants' customers. Inside Sales Representatives work with customers to assess their needs and create sales proposals to meet those needs at a competitive price. Inside Sales Representatives quote parts, verify pricing, source materials, and collaborate with internal teams to ensure customer satisfaction.

52. Inside Sales Representatives have the same job duties regardless of location.

53. Plaintiff completes contracts with the U.S. Navy, writes purchase orders, and expedites parts and materials for navy ships. Plaintiff also maintains various reports to track parts shipments and ensure that sales are delivered to Defendants' customers on time.

54. Plaintiff's and Collective Members' job duties as Inside Sales Representatives do not qualify for any exemptions under the FLSA.

55. Plaintiff and other Collective Members do not customarily and regularly make sales away from Defendants' place of business and do not regularly make outside sales within the meaning of 29 C.F.R. §§ 541.500-502.

56. Plaintiff and other Inside Sales Representatives are not paid commissions on their sales.

57. Plaintiff and other Collective Members do not supervise other employees.

58. The Inside Sales Representatives' primary duty of generating sales of the Products is not directly related to the management of Defendants' business.

59. The Inside Sales Representatives' primary duty of generating sales of the Products is not directly related to the management of Defendants' customers.

60. The Inside Sales Representatives' primary duty of generating sales of the Products is not directly related to the general business operations of Defendants.

61. The Inside Sales Representatives' primary duty of generating sales of the Products is not directly related to the general business operations of Defendants' customers.

62. Plaintiff and other Collective Members do not regularly exercise independent discretion and judgment with respect to matters of significance. In fact, Defendants' policies and procedures leave little room for independent discretion or judgment in Plaintiff's role.

63. The prices for the items sold by Inside Sales Representatives are based on a price list that is determined by Defendants.

64. Plaintiff does not have discretion to negotiate or compromise the company's margins on sales. Plaintiff does not set or negotiate the prices for the Products he sells.

65. Plaintiff's work is closely supervised by his managers who oversee his work and communications with clients.

66. Plaintiff does not have the authority to waive or deviate from Defendants' established policies and procedures without prior approval.

67. Inside Sales Representatives, regardless of location, perform substantially similar job duties and are subject to the same uniform policies and procedures governing their work as Plaintiff.

68. Defendants utilize substantially similar job postings for Inside Sales Representatives regardless of location.

69. Inside Sales Representatives do not regularly exercise independent discretion and judgment with respect to matters of significance.

70. Defendants misclassified Plaintiff and Collective Members as overtime exempt under the FLSA because Inside Sales Representatives' job duties do not qualify for any of the exemptions under Section 13(a)(1) of the FLSA, 29 U.S.C. § 213.

Defendants Failed to Pay Overtime to Collective Members

71. Plaintiff regularly works five and a half (5 ½) days each week, Monday through Friday and on Sunday mornings.

72. Plaintiff regularly works between fifty (50) and fifty-five (55) hours each week.

73. Defendants are aware that Plaintiff works in excess of forty (40) hours each week because Defendants' managers closely supervise his work, receive communications and reports from him before and after regular business hours and on the weekends, and can see when he is logged in and working through internal communications applications.

74. Despite working in excess of forty hours each week, Defendants do not pay Plaintiff overtime compensation at one-and-one-half times his regular rate of pay due to Defendants'

decision to misclassify Plaintiff as an exempt employee.

75. Other Collective Members work similar schedules and regularly work in excess of forty (40) hours each week in order to complete their assigned tasks and meet Defendants' expectations.

76. Like Plaintiff, other Collective Members are not paid overtime compensation at one-and-one-half times their regular rates of pay due to Defendants' decision to misclassify Inside Sales Representatives as exempt employees.

77. Defendants know that Collective Members work over forty (40) hours per week because the tasks assigned by Defendants require more than forty (40) hours of work each week to complete. Additionally, other Inside Sales Representatives have made complaints about working sixty (60) hour weeks, Defendants have required Inside Sales Representatives to work additional hours on Saturdays to keep up with the volume of work. Furthermore, Defendants' supervisors have stated that Inside Sales Representatives they oversee will routinely work fifty (50) hour weeks just to get the job done.

78. As a result of this misclassification, Defendants have failed to pay Plaintiff and Collective Members overtime premium compensation at one and one-half times their regular rates of pay for all hours worked in excess of forty (40) hours per week when they worked in excess of forty hours.

79. As a result of this misclassification and Defendants failure to pay Plaintiff and Collective Members overtime wages, Defendants have further deprived Plaintiff and Collective Members of overtime premium compensation that should have been paid on the quarterly sales incentive bonus portion of Plaintiff's and Collective Members' wages. *See* 29 CFR § 778.208 (requiring employers to include non-discretionary bonuses in the employee's regular rate of pay

for purposes of calculating overtime compensation due); *see also* U.S. Dept. of Labor, Wage & Hour Div., *Fact Sheet #56C: Bonuses under the Fair Labor Standards Act (FLSA)* (Dec. 2019) (“Examples of nondiscretionary bonuses that must be included in the regular rate include: Bonuses based on a predetermined formula”) <https://www.dol.gov/agencies/whd/fact-sheets/56c-bonuses>.

80. Defendants have not accurately recorded and tracked all of the hours worked by Plaintiff and other Collective Members and therefore have failed to compensate Plaintiff and the proposed collective action members at one and one-half times the regular rate of pay for hours worked over forty hours in a week.

81. In addition, Defendants have failed to make, keep, and preserve records with respect to Plaintiff and other Inside Sales Representatives sufficient to determine their lawful wages, actual hours worked, and other conditions of employment as required by the FLSA. See 29 U.S.C. § 211(c); 29 C.F.R. §§ 516.5(a), 516.6(a)(1), 516.2(c) (requiring employers to maintain payroll records for three years and time sheets for two years, including the exact number of hours worked each day and each week).

Defendants Willfully Violated the FLSA

82. Defendants’ actions in violation of the FLSA were or are made willfully in an effort to avoid liability under the FLSA.

83. Even though the FLSA requires overtime premium compensation for hours worked over forty hours per week, Defendants did not and do not pay Inside Sales Representatives, such as Plaintiff, proper overtime compensation for overtime hours worked.

84. Defendants knew, or absent their own recklessness should have known, that Plaintiff and Collective Members are or were entitled to such overtime premiums.

85. Defendants are large, sophisticated employers that have hired or have the means to

hire competent counsel to advise them on their legal obligations.

86. Defendants could have paid Plaintiff and Collective Members proper overtime compensation but chose not to do so.

87. As such, Defendants have willfully failed to pay Plaintiff and Collective Members all overtime compensation owed.

88. At all times relevant to this Complaint, Defendants acted willfully and with reckless disregard of clearly applicable FLSA provisions.

89. Defendants have not made good-faith efforts to comply with the FLSA.

Defendants' California Labor Law Violations

90. Defendants misclassified Plaintiff as exempt under California law because Plaintiff's primary job duties do not fall under any exemptions to the California Labor Code.

91. As a result of the misclassification, Defendants failed to compensate Plaintiff at the correct rates of pay for all hours worked over eight (8) in a day, over forty (40) in a week, and for the first eight (8) hours of the seventh day of the workweek. Defendants did not compensate Plaintiff at overtime premium rates of pay for all overtime hours worked.

92. Furthermore, as a result of Defendants' misclassification and failure to pay overtime compensated owed, Defendants also failed to timely pay Plaintiff all earned wages due during his employment twice each calendar month as required by California Labor Code § 204.

93. Defendants also failed to issue Plaintiff complete and accurate itemized wage statements. Defendants failed to state in the wage statements they issued to Plaintiff all his hours worked and wages earned, including without limitation regular, overtime, and double-time wages for work he performed, as described above.

94. Defendants failed to track and maintain records of all hours worked by Plaintiff. As

a result, Defendants failed to accurately maintain all records required by California Labor Code § 1174, including without limitation Plaintiff's total hours worked, total wages paid, and applicable hourly rates during each payroll period.

95. Defendants have taken unlawful and unauthorized deductions from Plaintiff's earned wages. On multiple occasions over the course of his employment, Defendants have deducted Plaintiff's pay for health insurance coverage that he did not elect and is not enrolled in. Despite bringing this deduction issue to Defendants' attention in emails to their HR and Payroll departments, Defendants have failed to timely remedy the improper deductions.

96. Lastly, Defendants have implemented an unlawful "use it or lose it" vacation time policy resulting in the forfeiture of earned and vested vacation time. During his employment, Plaintiff has accrued paid time off for vacation. At the beginning of each year in 2023, 2024, and 2025, Defendants have failed to roll over all of Plaintiff's vested vacation time resulting in forfeitures of his vested vacation time.

COLLECTIVE ACTION ALLEGATIONS UNDER THE FLSA

97. Plaintiff brings this lawsuit pursuant to 29 U.S.C. § 216(b) as a collective action on behalf of himself and the Collective Members as defined above.

98. Plaintiff desires to pursue his FLSA claims on behalf of all individuals who opt-in to this action pursuant to 29 U.S.C. § 216(b).

99. Plaintiff and the Collective Members are "similarly situated" as that term is used in 29 U.S.C. § 216(b) because, *inter alia*, all such individuals currently work or have worked pursuant to Defendants previously described common business and compensation practices as described herein, and, as a result of such practices, have not been properly paid overtime compensation for all hours worked over forty (40) hours in a workweek during the relevant time period. Resolution

of this action requires inquiry into common facts, including, Defendants' common timekeeping, compensation, classification, and payroll practices applicable to the employees at issue.

100. The Collective Members are known to Defendants, are readily identifiable through HR and payroll records, and can easily be located through Defendants' business and human resources records and electronic systems.

101. Defendants employ dozens of Collective Members. These similarly situated employees, consisting of both current and former Inside Sales Representatives who have been employed by Defendant Vytel Controls Group or its subsidiaries during the relevant three-year statute of limitations period, should promptly be notified in writing of this action through U.S. mail, email, and text message and/or other means, and allowed to opt-in to this action pursuant to 29 U.S.C. § 216(b), for the purpose of collectively adjudicating their claims for unpaid wages, liquidated damages (or, alternatively, interest), and attorneys' fees and costs under the FLSA.

COUNT I
Violation of the FLSA
(On Behalf of Plaintiff and the Collective Members)

102. All previous paragraphs are incorporated as though fully set forth herein.

103. The FLSA requires that covered non-exempt employees be compensated for all hours worked in excess of forty (40) hours per week at a rate not less than one and one-half (1 ½) times the regular rate at which they are employed. *See* 29 U.S.C. § 207 and 29 C.F.R. § 552.100.

104. The FLSA defines "employer" broadly to include "any person acting directly or indirectly in the interest of an employer in relation to an employee..." 29 U.S.C. § 203(d).

105. Defendants are subject to the wage requirements of the FLSA because Defendants are "employers" under 29 U.S.C. § 203(d) and 29 C.F.R. § 552.109(a).

106. At all relevant times, Defendants have been "employers" engaged in interstate

commerce and/or in the production of goods for commerce, within the meaning of the FLSA, 29 U.S.C. § 203 and 29 C.F.R. § 552.100.

107. During all relevant times, Plaintiff and Collective Members have been covered employees entitled to the FLSA's protections. *See* 29 U.S.C. § 203(e).

108. Plaintiff and the Collective Members are not exempt from the requirements of the FLSA.

109. Plaintiff and Collective Members regularly work more than forty (40) hours per workweek.

110. Defendants, pursuant to their policies and practices, failed and refused to pay overtime wages for all hours Plaintiff and Collective Members worked in excess of forty (40) in a workweek during the relevant time period.

111. Defendants knowingly failed to properly compensate Plaintiff and the Collective Members' overtime wages for hours worked in excess of forty (40) in a workweek, in violation of 29 U.S.C. § 207; *see also* 29 C.F.R. § 778.208.

112. In violating the FLSA, Defendants acted willfully and with reckless disregard of clearly applicable FLSA provisions.

113. Pursuant to 29 U.S.C. § 216(b), Defendants are liable to Plaintiff and the Collective Members for unpaid overtime compensation at a rate of one and one-half times their regular rates of pay, plus an equal amount as liquidated damages, along with reasonable attorneys' fees and costs incurred in recovering the unpaid wages.

COUNT II
Violation of Labor Code §§ 510, 1194, and 1198.
Failure to Pay All Wages Earned At The Correct Rates of Pay
(On Behalf of Plaintiff)

114. Plaintiff incorporates all paragraphs of this complaint as if fully alleged herein.

115. At all relevant times during the applicable limitations period, Plaintiff has been an employee of Defendants and entitled to the benefits and protections of California Labor Code.

116. Labor Code § 510 states:

Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

117. Labor Code § 1194 invalidates any agreement between an employer and an employee to work for less than the legal minimum wage or legal overtime wage required.

118. Labor Code § 1198 makes it unlawful for an employer to employ an employee under conditions that violate the maximum hour provisions of the wage order.

119. These provisions of the Labor Code require employers to pay employees no less than their agreed-upon or statutorily mandated wage rates for all hours worked, including hours spent working “off-the-clock” (before punching in or after punching out on a time clock) when the employer knew or reasonably should have known that employees were working during those hours. *Morillion v. Royal Packing Co.* 22 Cal. 4th 575, 585 (2000).

120. As discussed above, Defendants required Plaintiff to regularly work more than eight (8) hours per day and/or forty (40) hours a week. Plaintiff also sometimes worked more than twelve (12) hours per day. Despite the long hours and long weeks, Defendants did not pay Plaintiff overtime or doubletime as required under the Labor Code due to Defendants’ misclassification of the Inside Sales Representative position as exempt.

121. Accordingly, Plaintiff seeks to recover unpaid wages, liquidated damages in amounts equal to the amounts of unpaid wages, interest thereon, and awards of reasonable costs

and attorneys' fees, all in amounts subject to proof.

COUNT III
Violation of Labor Code §§ 204 & 210
Failure to Timely Pay Wages During Employment
(On Behalf of Plaintiff)

122. Plaintiff incorporates all paragraphs of this complaint as if fully alleged herein.

123. Labor Code § 204 states that all wages (other than those mentioned in Labor Code §§ 201 and 202) earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. In addition, all wages for work performed in excess of the normal work period must be paid by no later than the following regular payday.

124. By failing to pay earned overtime and premium wages to Plaintiff, Defendants failed to timely pay him all earned and unpaid wages in violation of Labor Code § 204.

125. Additionally, Defendants failed to timely pay Plaintiff all earned wages as a result of Defendants' unauthorized and unlawful deductions from Plaintiff's earned wages for medical insurance benefits that he did not elect and is not enrolled in. Despite bringing this deduction issue to Defendants' attention, Defendants have failed to timely remedy the improper deductions and have failed to tender to him all wages owed in violation of Labor Code §§ 204 and 206.

126. Accordingly, Plaintiff seeks to recover his unpaid wages, interest, reasonable attorneys' fees and costs, and statutory penalties pursuant to Labor Code §§ 210 and 216.

COUNT IV
Violation of Labor Code § 227.3
Failure to Pay Vested Vacation Benefits
(On Behalf of Plaintiff)

127. Plaintiff incorporates all paragraphs of this complaint as if fully alleged herein.

128. California law requires employers to pay out vested vacation wages upon

termination. Cal. Labor Code § 227.3. Vacation pay is another form of wages which vests as it is earned. Employers can place caps on vacation accrual but cannot institute policies which permit the forfeiture of vested vacation time.

129. Plaintiff accrues paid time off for vacation.

130. At the beginning of each year in 2023, 2024, and 2025, Defendants have failed to roll over all of Plaintiff's vested vacation time resulting in forfeitures of his vested vacation time.

131. Defendants have implemented an unlawful vacation policy under which Plaintiff's vested vacation time is forfeited on a yearly basis in violation of § 227.3.

132. Accordingly, Plaintiff seeks to recover the value of his unpaid and forfeited vacation time, interest, and reasonable attorneys' fees and costs.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff seeks the following relief on behalf of himself and the Collective Members:

- a. An order permitting this litigation to proceed as an FLSA collective action pursuant to 29 U.S.C. § 216(b);
- b. Prompt notice, pursuant to 29 U.S.C. § 216(b), of this litigation to all potential Collective Members;
- c. Back pay damages (including overtime compensation) and prejudgment interest to the fullest extent permitted under the law;
- d. Liquidated damages to the fullest extent permitted under the law;
- e. Litigation costs, expenses, and attorneys' fees to the fullest extent permitted under the law; and
- f. Such other and further relief as this Court deems just and proper.

JURY DEMAND

Plaintiff hereby demands a jury trial on all claims and issues for which Plaintiff is entitled

to a jury.

Dated: July 3, 2025

Respectfully submitted,

s/ Russell Paul

Russell Paul

BERGER MONTAGUE PC

800 N. West Street, Suite 200

Wilmington, DE 19801

Tel.: (302) 691-9545

Fax: (215) 875-4620

rpaul@bm.net

Alexandra K. Piazza*

BERGER MONTAGUE PC

8241 La Mesa Blvd, Suite A

La Mesa, CA 91942

(215) 875-3000

apiazza@bm.net

Michael J. Anderson*

BERGER MONTAGUE PC

1818 Market Street, Suite 3600

Philadelphia, PA 19103

(215) 875-3000

manderson@bm.net

*Counsel for Plaintiff and the Proposed
Collective Members*

** Pro hac vice forthcoming.*

Exhibit A

CONSENT TO JOIN AND AUTHORIZATION TO REPRESENT

Pursuant to the Fair Labor Standards Act, 29 U.S.C. § 216(b)

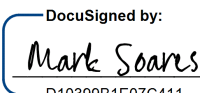
1. I consent and agree to pursue my claims under the Fair Labor Standards Act, 29 U.S.C. §§ 201, *et seq.* ("FLSA") arising out of my work with W&O Supply, Inc. and/or related entities and individuals ("W&O Supply").

2. I worked for W&O Supply from on or about 7/2021 (month, year) to on or about 4/2025 (month, year). During this time, I worked for W&O Supply in the following state(s): California.

3. I understand that this lawsuit is brought under the FLSA. I hereby consent, agree, and "opt in" to become a plaintiff herein and to be bound by any judgment by the Court or any settlement of this action. I consent to having the assigned Magistrate Judge conduct any and all proceedings in this case, including trial and entry of final judgment in accordance with the provisions of Title 28 U.S.C. Section 636(c)(1).

4. I hereby designate Berger Montague PC, at 1818 Market Street, Suite 3600, Philadelphia, Pennsylvania 19103 ("Plaintiff's Counsel"), to represent me for all purposes in this action or any subsequent action against W&O Supply.

5. I also designate the named Plaintiff in this action, the collective action representative, as my agent to make decisions on my behalf concerning the litigation, including the method and manner of conducting this litigation, entering into settlement agreements, entering into an agreement with Plaintiff's Counsel concerning attorneys' fees and costs, and all other matters pertaining to this lawsuit.

Signature:  Mark Soares
D10399B1E07C411...
 Date: 4/23/2025
 Name: Mark Soares
 Date of Birth: [REDACTED]
 Address: [REDACTED]
 Telephone: [REDACTED]
 E-Mail: [REDACTED]

COMPLETE AND RETURN TO:

BERGER MONTAGUE PC
 1818 Market Street, Suite 3600
 Philadelphia, PA 19103
 Tel: (215) 875-3033
 Fax: (215) 875-4604
 Email: llopez@bm.net

Exhibit B



FOR IMMEDIATE RELEASE

PVI Holdings Announces Official Name Change to Vytl Controls Group

Vytl Controls Group primed to lead the flow control industry with the trust and excellence that A-T Controls, Setpoint Integrated Solutions, Valsource, and W&O set in motion.

Houston, Texas – January 2, 2025 – PVI Holdings is excited to announce that it has officially changed its name to Vytl Controls Group. The decision to publicly create recognizable unity and enhance cross-company integration is a direct reflection of the investment made over the past year to ensure the company provides unmatched technical expertise and solutions to all current and future industries it serves.

A-T Controls, Setpoint Integrated Solutions, Valsource, and W&O are now formally recognized as, and will add on to their name, *a Vytl Company*. This change unifies each brand under one umbrella and fully leverages the resources, products, services, and engineering expertise across each company within Vytl Controls Group.

The new name more accurately represents the company's expanded capabilities, vision, commitment to each brand's market, as well as future growth goals.

"Our new name is an important message to our employees, customers, distributors and OEM partners we do business with," said Matt Bate, CEO. "We provide essential services and technical solutions to critically important industries. As a part of coming together as one company, we have invested in best-in-class talent, technology, and tools to ensure we are positioned for the future. We are now, more than ever, ready to continue building on our legacy of success, together, as one Vytl Controls Group."

Vytl Controls Group Companies:

- [A-T Controls, a Vytl Company](#) is a global leader in the design, manufacturing and sale of manual and automated process valves. The team provides quality valve and automation products through solutions-oriented selling and manufacturing with responsive communication.



- [Setpoint Integrated Solutions, a Vytl Company](#) is the expert in the process control industry. The team supports the power, refining, and chemical industries with best-in-class valve repair services, delivering process solutions for control, relief, and automated valve requirements, along with industrial equipment including liquid level measurement, pressure gauges, PLC's, and more.
- [Valsource, a Vytl Company](#) is a nationally recognized valve manufacturer and comprehensive valve and automation solutions provider. The team is a go-to valve partner for all industrial valve repair, remanufacturing, testing, maintenance, and valve product solutions.
- [W&O, a Vytl Company](#) is now one of the world's largest suppliers of pipe, valves, fittings as well as actuation and engineered solutions to the maritime and upstream oil & gas industries.

GMS Instruments was acquired by W&O in June of 2024 and will now formally adopt the name W&O, a Vytl Company. With the rebrand, EMI (formerly known as Engine Monitor, Inc.) and Valve Automation and Control of San Diego (VAC) teams will also join the marine practice and adopt the W&O, a Vytl Company brand.

About Vytl Controls Group

Vytl Controls Group specializes in providing innovative flow control solutions for a wide range of industries. With a shared commitment to excellence and responsiveness, we design, manufacture, distribute, and repair high-quality valves, actuators, and instrumentation products to ensure optimal performance and reliability. Our teams of technical experts work closely with customers and distributors to deliver tailored solutions that meet their unique industrial needs, all while maintaining a focus on operational efficiency and safety. As a trusted partner in the flow control industry, we are dedicated to helping our customers achieve long-term success.

For media inquiries, please contact:

Robyn Torre
Marketing Director
Vytl Controls Group
robyn.torre@vytlcontrols.com | 713-899-8702
www.vytlcontrols.com

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

MARK SOARES, individually and on behalf of all others similarly situated,

(b) County of Residence of First Listed Plaintiff San Diego County, CA
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)
Russell Paul, BERGER MONTAGUE PC
800 N. West Street, Suite 200, Wilmington, DE 19801
Tel.: (302) 691-9545

DEFENDANTS
VYTL CONTROLS GROUP f/k/a PVI HOLDINGS, INC., W&O SUPPLY, INC., and VALVE AUTOMATION AND SUPPLY OF SAN DIEGO, INC.,

County of Residence of First Listed Defendant Duval County, FL
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)
Jessica C. Huffman & Thomas H. Kiggans - Phelps Dunbar LLP, 400 Convention Street, Suite 1100 Baton Rouge, LA 70802. 225-376-0247

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

☐ 1 U.S. Government Plaintiff
☒ 3 Federal Question (U.S. Government Not a Party)

☐ 2 U.S. Government Defendant
☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)
(For Diversity Cases Only)

	PTF	DEF		PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input checked="" type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input checked="" type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes

V. ORIGIN (Place an "X" in One Box Only)
☒ 1 Original Proceeding
☐ 2 Removed from State Court
☐ 3 Remanded from Appellate Court
☐ 4 Reinstated or Reopened
☐ 5 Transferred from Another District (specify)
☐ 6 Multidistrict Litigation - Transfer
☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION
Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
Fair Labor Standards Act of 1938, 29 U.S.C. § 201, et seq.
Brief description of cause:
Unpaid overtime wages.

VII. REQUESTED IN COMPLAINT:
☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.
DEMAND \$
CHECK YES only if demanded in complaint:
JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY (See instructions):
JUDGE _____ DOCKET NUMBER _____

DATE
07/03/2025
SIGNATURE OF ATTORNEY OF RECORD


FOR OFFICE USE ONLY
RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
 - (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
 - (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
- United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
- Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
- Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
- Original Proceedings. (1) Cases which originate in the United States district courts.
- Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.
- Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
- Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
- Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
- Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
- Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
- PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
- Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
- Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.