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17 IN THE SUPERIOR COURT OF CALIFORNIA

18 IN AND FOR THE COUNTY OF ALAMEDA

19 THE CALIFORNIA LABOR AND)
20 WORKFORCE DEVELOPMENT)
21 AGENCY, a California governmental)
22 agency, *ex rel.* DARRELL HONRINE;)
23 and DARRELL HONRINE,)
24 individually,)

25 Plaintiffs,

26 v.

27 COAST COUNTIES TRUCK &)
28 EQUIPMENT COMPANY, a)
California corporation; and DOES 1-15,)
inclusive,)

29 Defendants.

Case No.: **RG21088933**

COMPLAINT:

1. VIOLATIONS OF THE CALIFORNIA PRIVATE ATTORNEYS GENERAL ACT (LAB. CODE §§ 2698 *ET SEQ.*);
2. PUBLIC INJUNCTIVE RELIEF (BUS. & PROFS. CODE § 17200, *ET SEQ.*);
3. FAILURE TO PAY MINIMUM, OVERTIME, AND CONTRACTUAL WAGES (LAB. CODE §§ 1194, 1197, 510, 218.5);
4. FAILURE TO PAY PREMIUM MEAL PERIOD WAGES (LAB. CODE §§ 226.7, 512);
5. FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS (LAB. CODE § 226); AND
6. FAILURE TO PAY ALL WAGES DUE AT SEPARATION (LAB. CODE § 203)

DEMAND FOR JURY TRIAL

Complaint

LWDA ex rel Honrine, et al. v. Coast Counties Truck & Equip. Co., et al.

Case No.

1 Plaintiffs are informed and believe and thereupon allege the following:

2 **I. INTRODUCTION**

3 1. Plaintiffs California Labor and Workforce Development Agency (“LWDA”) *ex*
4 *rel.* Darrell Honrine, and Darrell Honrine individually (collectively “Plaintiffs”) bring these
5 claims against Defendants Coast Counties Truck & Equipment Company, and Does 1-15,
6 inclusive, for violations of the California Labor Code including the Private Attorneys General
7 Act (Cal. Lab. Code §§ 2698 *et seq.*; “PAGA”), for violations of IWC Wage Order No. 9 (8
8 C.C.R. 11090; “Wage Order”); and for violations of the Unfair Competition Law (Cal. Bus. &
9 Profs. Code §§ 17200, *et seq.*; “UCL”).

10 2. Plaintiffs have been injured by Defendant’s failure to pay minimum, contractual,
11 and overtime wages owed; failure to provide required uniforms; failure to pay premium meal
12 period wages for days when compliant meal periods were not provided; failure to provide
13 accurate wage statements that detailed all hours actually worked and all wages actually earned;
14 and failure to pay all wages due at separation from employment.

15 3. For these injuries, Plaintiffs seek civil penalties, statutory penalties,
16 compensatory damages, and public injunctive relief, as well as interest, reasonable attorney’s
17 fees, and reasonable costs (including expert-witness fees).

18 4. Plaintiffs seek to recover their reasonable attorneys’ fees and costs pursuant to
19 Labor Code sections 226, 1198.5, 1194, 1197, 218.5, 203, 2699; Government Code section
20 12965; California Code of Civil Procedure section 1021.5; and the common law doctrines of
21 common fund, substantial benefit, private attorneys general, and the catalyst theory.

22 **II. PARTIES**

23 5. Plaintiff Honrine is a resident of Sonoma County, California.

24 6. The California Labor and Workforce Development Agency is a California
25 governmental entity. Plaintiff Honrine has been delegated authority to sue on behalf of the
26 LWDA pursuant to PAGA.

27 7. Defendant Coast Counties Truck & Equipment Company is a California
28 corporation, registered to and conducting business in California, with its principal executive

1 office located in San Jose, California.

2 8. Plaintiffs are ignorant of the true names or capacities of defendants named herein
3 as Does 1 through 15, inclusive, and therefore sues these defendants by these fictitious names.
4 When the names and capacities of these defendants are ascertained, Plaintiffs will amend this
5 complaint accordingly. Each of the defendants named herein or designated as a Doe is liable or
6 in some manner legally responsible for the events alleged herein.

7 9. At all relevant times, each of the defendants was the agent or employee of each
8 of the remaining defendants and, in doing the things alleged herein, was acting within the
9 course and scope of such agency or employment.

10 10. Each of the defendants' actions or omissions as alleged herein was ratified by
11 each of the remaining defendants.

12 11. Each of the acts or omissions of a defendant's agents as alleged herein was
13 ratified by that defendant, as well as by each of the remaining defendants.

14 12. As used herein, "Defendants" means Coast Counties Truck & Equipment
15 Company as well as Does 1 through 15, inclusive.

16 **III. JURISDICTION AND VENUE**

17 13. This Court has subject matter jurisdiction over this action under California Code
18 of Civil Procedure section 410.10 and the California Constitution, article VI, section 10.

19 14. This Court has specific and general personal jurisdiction over Defendants
20 because the sole named defendant is a California corporation, has its principal place of
21 business in California, has significant contacts with California by virtue of its extensive
22 business operations in California, and has purposefully availed itself of the privileges and
23 immunities of conducting business in California.

24 15. Venue is proper in the County of Alameda pursuant to California Code of Civil
25 Procedure section 393 because this action primarily seeks the recovery of penalties imposed by
26 statute, because Defendants operate and employ aggrieved employees within Alameda County,
27 and some portion of the violations alleged arose in that County.
28

IV. COMMON ALLEGATIONS

16. Defendants do business as Coast Counties Peterbilt. Defendants operate seven facilities in California providing transportation industry services and sales, including locations in San Jose, San Leandro, Salinas, Windsor, Eureka, Paso Robles, and Vacaville.

17. Defendants employed Plaintiff Honrine at the Windsor location as a non-exempt hourly lead technician from approximately March 2020 through November 12, 2020.

18. Remedies are sought for Defendants' violations of law as alleged occurring on or after December 1, 2019, and continuing through to the entry of final judgment ("Claim Period").

19. Remedies are sought as to a group of aggrieved employees consisting of all non-exempt employees of Defendants working in California at any time during the Claim Period, including Plaintiff Honrine ("Aggrieved Employees").

20. Plaintiffs are informed and believe Defendants' employment of the Aggrieved Employees is governed by Industrial Welfare Commission Wage Order No. 9 (8 C.C.R. 11090) (Wage Order).

21. Defendants have failed to pay Aggrieved Employees all required minimum, overtime, and contractual wages for all hours actually worked, including for hours worked attending and completing trainings mandated by Defendants as a condition of employment.

22. Throughout the Claim Period, Defendants have also failed to authorize or permit Aggrieved Employees to take meal periods of not less than 30 minutes, uninterrupted and relieved of all duties, by no later than the end of the 5th hour of work.

23. Defendants' policies and practices have impeded and discouraged Aggrieved Employees from taking meal breaks and require Aggrieved Employees to perform their duties in ways that prevent taking a first meal break by the end of the 5th hour of work.

24. Defendants have not paid premium meal period wages for days on which they fail to provide compliant meal breaks.

25. Defendants have failed to provide Aggrieved Employees with accurate, itemized wage statements. The wage statements provided by Defendants fail to conform to California

1 law because those wage statements do not display all wages earned by Aggrieved Employees,
2 including premium meal period wages, and wages for hours worked off the clock. As a direct
3 and proximate result of Defendants' failure to provide Aggrieved Employees with accurate,
4 itemized wage statements, they have suffered injury and damage to their statutorily-protected
5 rights, and have been injured because they were denied both their legal right to receive, and
6 their protected interest in receiving, accurate, itemized wage statements.

7 26. Defendants' failure to provide Aggrieved Employees with accurate, itemized
8 wage statements is and was knowing and intentional.

9 27. Defendants have also failed to pay all wages to those Aggrieved Employees who
10 separated from Defendants' employment within the Claim Period. Within the Claim Period,
11 Aggrieved Employees have resigned from their employment or were terminated by
12 Defendants. Defendants willfully failed to pay said Aggrieved Employees all wages due upon
13 termination or within 72 hours of resignation. Defendants failed to pay said Aggrieved
14 Employees all wages due because they are not provided with premium meal period wages, or
15 wages for hours worked off the clock. Defendants' failure to pay all wages due Aggrieved
16 Employees at the separation or termination is willful.

17 28. Defendants have also failed to maintain adequate timekeeping records, insofar as
18 the timekeeping records maintained by Defendants only document the total hours worked by
19 Aggrieved Employees each day, and failed to document the time when Aggrieved Employee
20 began and ended each work period, meal period, and split shift.

21 V. CAUSES OF ACTION

22 FIRST CAUSE OF ACTION

23 Violations Of The California Private Attorneys General Act 24 (LAB. CODE §§ 2698 *ET SEQ.*)

25 Brought by Plaintiff LWDA *ex rel.* Honrine, 26 As to All Defendants

27 29. Plaintiffs incorporate by reference all preceding paragraphs as though fully set
28 forth herein.

30. Plaintiffs bring this cause of action in a representative capacity on behalf of the

1 California LWDA.

2 31. Plaintiffs seeks to redress violations of the California Labor Code committed by
3 Defendants against Aggrieved Employees as set out in the first amended Private Attorneys
4 General Act (“PAGA”) notice document submitted to the Labor and Workforce Development
5 Agency on December 1, 2020, a true and correct copy of which is attached as Exhibit A, and
6 the contents of which are incorporated here by reference as though expressly setout herein.

7 32. For the violations of the Labor Code alleged, Plaintiffs have no administrative
8 remedies to exhaust.

9 33. Plaintiffs have fully complied with notice requirements under PAGA by giving
10 written notice to both the Labor and Workforce Development Agency and Defendant pursuant
11 to Labor Code section 2699.3 subdivision (a)(1)(A), and by paying the filing fee required by
12 subdivision (a)(1)(B) of the same.

13 34. Sixty-five calendar days have now passed since Plaintiffs first gave the LWDA
14 notice of their PAGA claims, and the LWDA has not responded or taken any position as to
15 those claims. Accordingly, Plaintiffs now have the right to pursue those claims through a
16 representative civil suit pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), and may
17 do so by an amendment as-of-right pursuant to subdivision (a)(2)(C) of the same.

18 35. Attached as Exhibit A is a true and correct copy of Plaintiff Honrine’s December
19 1, 2020 PAGA charge as filed with the LWDA. Exhibit A is incorporated here by reference as
20 though its contents were separately set forth herein.

21 36. Attached as Exhibit B is a true and correct copy of Plaintiff Honrine’s January
22 13, 2021 amended PAGA charge as filed with the LWDA. Exhibit B is incorporated here by
23 reference as though its contents were separately set forth herein.

24 37. Plaintiff Honrine has personally suffered at least one of the violations of the
25 Labor Code set out in Exhibits A and B, and has been injured as a direct and proximate result.

26 38. Pursuant to Labor Code section 2699, subdivisions (a) and (f), Plaintiffs
27 accordingly seek to recover civil penalties against Defendants for the specified Labor Code
28 violations against Plaintiffs and all other Aggrieved Employees.

1 39. In addition, Plaintiffs seek to recover their reasonable attorneys' fees and costs
2 pursuant to Labor Code section 2699, subdivision (g)(1).

3
4 **SECOND CAUSE OF ACTION**
5 **Public Injunctive Relief**
6 **(Bus. & Profs. Code § 17200, *et seq.*)**
7 **Brought by Plaintiff Honrine**
8 **As to All Defendants**

9 40. Plaintiffs incorporate by reference all preceding paragraphs as though fully set
10 forth herein.

11 41. Defendants have engaged in unfair competition within the meaning of California
12 Business and Professions Code section 17200 *et seq.* because Defendants' conduct is unfair
13 and illegal as herein alleged. The Defendants' conduct as alleged constituted, and constitute, a
14 continuing course of conduct of unfair competition since said Defendants are engaging in
15 employment practices that violate California law.

16 42. As a direct, proximate, and foreseeable result of Defendants' conduct as alleged
17 above, Defendants have caused injury to Plaintiffs and to the public.

18 43. Plaintiffs and the public are entitled to relief, including public injunctive relief.

19 44. Defendants' conduct as alleged above are a serious and continuing threat to
20 Plaintiffs and the public. If Defendants are allowed to continue those violations of California
21 law, Plaintiffs and the public will suffer further immediate and irreparable injury, loss, and
22 damage.

23 45. In the absence of a temporary restraining order and preliminary and permanent
24 injunctions as prayed for below, Defendants will continue to engage in unfair business
25 practices.

26 46. Unless Defendants are restrained by this Court, Plaintiffs and members of the
27 general public will have no adequate remedy at law in that individual suits for rescission and
28 restitution will not be economically justified because of the relatively small amounts that
would be due to each employee, competitor, and consumer, while additional suits under
California's Unfair Competition Law would lead to a multiplicity of judicial proceedings.

1 47. Accordingly, Plaintiffs are entitled to public injunctive relief in the form of a
2 temporary restraining order, preliminary injunction, and permanent injunction, each enjoining
3 Defendants from further violations of California law as alleged.

4
5 **THIRD CAUSE OF ACTION**
6 **Failure To Pay Minimum, Overtime, And Contractual Wages**
7 **(Lab. Code § 1194, 1197, 510, 218.5)**
8 **Brought by Plaintiff Honrine**
9 **As to All Defendants**

10 48. Plaintiffs incorporate by reference all preceding paragraphs as though fully set
11 forth herein.

12 49. California law, including but not limited to California Labor Code sections 1194,
13 1197 and the Wage Order, requires Defendants to pay employees at least the minimum wage
14 for all hours worked.

15 50. California law, including but not limited to Labor Code sections 1198 and 510
16 and the Wage Order, requires Defendants to pay employees required overtime wages for all
17 hours worked past specified daily and weekly limits.

18 51. California law requires Defendants to pay employees the agreed regular
19 contractual rate of pay for all hours worked.

20 52. Defendants have failed to pay Plaintiff Honrine the required minimum,
21 contractual, and overtime wages for all hours worked, required Plaintiff Honrine to remain
22 under Defendant's direction and control without compensation, and suffered and permitted
23 Plaintiff Honrine to perform uncompensated tasks and work.

24 53. This includes, but is not limited to, hours worked attending and completing
25 trainings mandated by Defendants as a condition of employment.

26 54. As a direct and proximate result of Defendants' refusal to pay Plaintiff Honrine
27 wages for all hours worked, Plaintiff Honrine has sustained damages, including loss of wages,
28 in an amount according to proof at trial.

 55. Pursuant to Labor Code sections 1194 and 218.5, Plaintiff Honrine is, therefore,
entitled to recover lost wages in an amount according to proof at trial, and also to recover

1 interest, costs, and reasonable attorney's fees.

2 56. Additionally, Plaintiff Honrine is entitled to recover liquidated damages pursuant
3 to California Labor Code § 1194.2.

4
5 **FOURTH CAUSE OF ACTION**
6 **Failure To Pay Premium Meal Period Wages**
7 **(Lab. Code § 226.7, 512)**
8 **Brought by Plaintiff Honrine**
9 **As to All Defendants**

10 57. Plaintiffs incorporate by reference all preceding paragraphs as though fully set
11 forth herein.

12 58. As is relevant here, Labor Code section 512, subdivision (a) prohibits employers
13 from requiring an employee to work more than five hours per day without providing a 30-
14 minute meal period, and from requiring an employee to work more than ten hours per day
15 without providing a second 30-minute meal period.

16 59. Labor Code section 226.7, subdivision (c) and the Wage Order state that
17 employers who fail to provide a mandated meal period to an employee must pay premium meal
18 period wages equaling one additional hour of pay at the employee's regular rate of
19 compensation for each work day that a meal period is not provided.

20 60. Defendants have failed to authorize or permit Plaintiff Honrine to take meal
21 periods of not less than 30 minutes, uninterrupted and relieved of all duties, by no later than the
22 end of the 5th hour of work.

23 61. Defendants' policies and practices have impeded and discouraged Plaintiff
24 Honrine from taking compliant meal breaks and required Plaintiff Honrine to perform his
25 duties in ways that prevent taking a first meal break by the end of the 5th hour of work.

26 62. Defendants have not paid Plaintiff Honrine premium meal period wages for days
27 on which they fail to provide compliant meal breaks.

28 63. As alleged herein, Defendants failed to provide meal periods to Plaintiff Honrine
and to pay premium meal period wages, in violation of California law.

64. As a direct and proximate result of Defendants' failure to provide meal periods to

1 Plaintiff Honrine and to pay premium meal period wages, Plaintiff Honrine has been injured
2 and has sustained damages, including lost compensation for missed meal breaks.

3 65. Plaintiff Honrine is, therefore, entitled to recover unpaid compensation for
4 missed meal breaks in an amount according to proof at trial, and also to recover interest, costs,
5 and attorney's fees as provided by California law.

6
7 **FIFTH CAUSE OF ACTION**
8 **Failure To Provide Accurate Wage Statements**
9 **(Lab. Code § 226)**
10 **Brought by Plaintiff Honrine**
11 **As to All Defendants**

12 66. Plaintiffs incorporate by reference all preceding paragraphs as though fully set
13 forth herein.

14 67. California Law, including but not limited to California Labor Code section 226,
15 subdivision (a), requires employers to furnish employees, with each payment of wages,
16 accurate, itemized wage statements displaying, as is relevant here, all hours actually worked
17 and all wages actually earned and due to the employee.

18 68. Defendants have failed to provide Plaintiff Honrine with accurate, itemized wage
19 statements. The wage statements provided by Defendants fail to conform to California law
20 because those wage statements do not display all hours actually worked and all wages actually
21 earned by Plaintiff Honrine, including premium meal period wages, and wages for hours
22 worked off the clock.

23 69. As alleged herein, the wage statements Defendants provided to Plaintiffs do not
24 include the information required by California law, including but not limited to California
25 Labor Code section 226, subdivision (a).

26 70. Plaintiff Honrine's ability to calculate their incomes has been harmed by the
27 absence of information required by Labor Code section 226, subdivision (a).

28 71. As a direct and proximate result of Defendants' failure to provide Plaintiff
Honrine with accurate wage statements, Plaintiff Honrine has suffered injury and damage to
his statutorily protected rights, and has been injured because he was denied both his legal right

1 to receive, and his protected interest in receiving accurate wage statements.

2 72. Defendants' failure to provide accurate wage statements to Plaintiff Honrine was
3 knowing and intentional.

4 73. Accordingly, Plaintiff Honrine is entitled to recover statutory penalties in an
5 amount according to proof at trial, costs, and reasonable attorneys' fees pursuant to California
6 Labor Code section 226, subdivision (e).

7 **SIXTH CAUSE OF ACTION**

8 **Waiting Time Penalties**

9 **(Lab. Code § 203)**

10 **Brought by Plaintiff Honrine**

11 **As to All Defendants**

12 74. Plaintiffs incorporate by reference all preceding paragraphs as though fully set
13 forth herein.

14 75. California Labor Code sections 201 and 202 require employers to pay
15 employees, upon the termination of employment, all wages due within the time specified by
16 those statutes.

17 76. California Labor Code section 203 provides that where an employer willfully
18 fails to timely pay such wages, the employer must continue to pay the subject employee's
19 wages until back wages are paid in full or an action is commenced, up to a maximum of thirty
20 days of wages.

21 77. Defendants have failed to pay to Plaintiff Honrine all wages due upon
22 termination or within 72 hours of resignation.

23 78. Defendants failed to pay Plaintiff Honrine all wages due because they are not
24 provided with premium meal period wages, and wages for hours worked off the clock.

25 79. Defendants' failure to pay all wages due Plaintiff Honrine at separation or
26 termination was willful.

27 80. As a direct and proximate result of Defendants' failure to pay Plaintiff Honrine
28 all wages when due upon termination of employment, Plaintiff Honrine has been injured in an
amount to be proved at trial.

81. Accordingly, Plaintiff Honrine is entitled to payment of thirty days' wages,

1 interest, costs, and attorney's fees pursuant to California Labor Code section 203.

2
3 **VI. PRAYER FOR RELIEF**

4 Wherefore, Plaintiffs pray for relief as follows:

- 5 1. For public injunctive relief in the form of a temporary restraining order, a
6 preliminary injunction, and a permanent injunction, each enjoining Defendants
7 from further violations of California law as alleged;
- 8 2. That Defendants be ordered to pay all amounts owed to the Plaintiffs arising out
9 of the actions complained of herein, including statutory penalties, compensatory
10 damages, and interest;
- 11 3. That Defendants be ordered to pay all amounts owed to the California Labor and
12 Workforce Development Agency arising out of the actions complained of herein,
13 including civil penalties;
- 14 4. That Defendants be ordered to pay all civil penalties owed to the Aggrieved
15 Employees arising out of the actions complained of herein;
- 16 5. That Defendants, at their own expense, be ordered to provide notice to Aggrieved
17 Employees of their potential claims arising out of the Labor Code violations
18 alleged herein;
- 19 6. That Defendants be ordered to pay Plaintiffs' reasonable attorneys' fees pursuant
20 to Labor Code sections 226, 1198.5, 1194, 1197, 218.5, 203, 2699; California
21 Code of Civil Procedure section 1021.5; and the common law doctrines of
22 common fund, substantial benefit, private attorneys general, and the catalyst
23 theory;
- 24 7. That Defendants be ordered to pay Plaintiffs' reasonable costs of suit incurred;
25 and

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1 8. For such other legal and equitable relief as the Court may deem just and proper.

2
3 Respectfully submitted,

4 February 11, 2021

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AIMAN-SMITH MARCY
A PROFESSIONAL CORPORATION


Brent A. Robinson
Attorneys for All Named Plaintiffs

DEMAND FOR JURY TRIAL

Plaintiff, both in his individual capacity and in his representative capacity on behalf of the LWDA, hereby demands a jury trial on all causes of action, claims, and issues with respect to which Plaintiffs and/or the LWDA have a right to jury trial.

February 11, 2021

AIMAN-SMITH MARCY
A PROFESSIONAL CORPORATION


Brent A. Robinson
Attorneys for All Named Plaintiffs

EXHIBIT A

December 1, 2020

Via Online Filing

California Labor and Workforce Development Agency

Via Certified Mail

Coast Counties Truck & Equipment Company
c/o Katharine M. Carlson, Agent for Service
1740 N. 4th Street
San Jose, CA 95112

Re: LWDA ex rel. Darrell Honrine et al. v. Coast Counties Truck & Equipment Company

Dear PAGA Administrator:

My firm represents Darrell Honrine (Relator). Pursuant to California Labor Code section 2699.3, subdivisions (a) and (c), Relator hereby provide notice of violations under the Private Attorneys General Act.

Pursuant to Labor Code section 2699, subdivisions (a) and (f), Relator applies to recover civil penalties against Coast Counties Truck & Equipment Company, d.b.a. Coast Counties Peterbilt, through a civil action brought on behalf of, and in the name of, the California Labor and Workforce Development Agency. In addition, Relator apply to recover civil penalties against Defendants named here as Does 1 through 15, inclusive.

Defendant is a California corporation, registered to and conducting business in California, with its principal executive office located in San Jose, California.

Relator is ignorant of the true names or capacities of Defendants named herein as Does 1 through 15, inclusive, and therefore name these Defendants by these fictitious names. When the names and capacities of these Defendants are ascertained, Relator will amend this notice accordingly. Each of the Defendants named herein or designated as a Doe is liable or in some manner legally responsible under the Private Attorneys General Act for the violations alleged herein.

Relator hereinafter refer to all these Defendants collectively as “Defendants.”

Penalties are sought for violations as alleged below occurring within the period commencing one year prior to the date of this Notice, and proceeding through the entry of final judgment (Claim Period). Relator seek to recover such penalties via a lawsuit to be filed against Defendants in Alameda County Superior Court.

Such penalties are sought as to a group of aggrieved employees consisting of all non-exempt employees of Defendants working in California at any time during the Claim Period (Aggrieved Employees). Defendants' employment of the Aggrieved Employees is governed by Industrial Welfare Commission Wage Order No. 9 (8 C.C.R. 11090) (Wage Order).

Defendants do business as Coast Counties Peterbilt, and Coast Counties Peterbilt PacLease. Defendants operate seven truck and trailer dealership, vehicle rental, parts sale, and service facilities in California, including locations in San Jose, San Leandro, Salinas, Windsor, Eureka, Paso Robles, and Vacaville. Relator is informed and believe that Defendants have employed several hundred individuals at their facilities in California within the Claim Period. Defendants are each a person a who directly or indirectly, or through an agent or any other person, employs or exercises control over the wages, hours, or working conditions of any person. *See*, 8 C.C.R. 11090 § 2(G).

Defendants employed Relator Honrine at the Windsor location (7675 Conde Lane, Windsor, CA 95492) as a non-exempt hourly lead technician from approximately March 2020 through November 12, 2020.

The violations alleged, and the penalties sought, are as follows:

1. Defendants' Conduct

Defendants have failed to pay Aggrieved Employees all required minimum, overtime, and contractual wages for all hours actually worked, including for hours worked attending and completing trainings mandated by Defendants as a condition of employment, and including days where Aggrieved Employees were required to report for work and did report but were not put to work or were furnished less than half their usual or scheduled day's work.

Throughout the Claim Period, Defendants have also failed to authorize or permit Aggrieved Employees to take meal periods of not less than 30 minutes, uninterrupted and relieved of all duties, by no later than the end of the 5th hour of work.

Defendants' policies and practices have impeded and discouraged Aggrieved Employees from taking meal breaks and require Aggrieved Employees to perform their duties in ways that prevent taking a first meal break by the end of the 5th hour of work.

Defendants have not paid premium meal period wages for days on which they fail to provide compliant meal breaks.

Defendants have failed to provide Aggrieved Employees with accurate, itemized wage statements. The wage statements provided by Defendants fail to conform to California law because those wage statements do not display all wages earned by Aggrieved Employees, including premium meal period wages, and wages for hours worked off the clock. As a direct and proximate result of Defendants' failure to provide Aggrieved Employees with accurate, itemized wage statements, they have suffered injury and damage to their statutorily-protected rights, and have been injured because they were

denied both their legal right to receive, and their protected interest in receiving, accurate, itemized wage statements.

Defendants' failure to provide Aggrieved Employees with accurate, itemized wage statements is and was knowing and intentional.

Defendants have also failed to pay all wages to those Aggrieved Employees who separated from Defendants' employment within the Claim Period. Within the Claim Period, Aggrieved Employees have resigned from their employment or were terminated by Defendants. Defendants willfully failed to pay said Aggrieved Employees all wages due upon termination or within 72 hours of resignation. Defendants failed to pay said Aggrieved Employees all wages due because they are not provided with premium meal period wages, or wages for hours worked off the clock. Defendants' failure to pay all wages due Aggrieved Employees at the separation or termination is willful.

2. Applicable Penalties, Including Underpaid Wages and Waiting-Time-Penalties as Penalties

2.1. Failure to Provide Meal Period

For each pay period in which an employee is not authorized or permitted a compliant meal period, Defendants have violated Labor Code section 512 and the Wage Order.

Violations of section 512 are subject to penalties under Labor Code section 2699 in the amount of \$100 per violation.

Violations of the Wage Order are subject to penalties under Labor Code section 558 in the amount of \$50 per violation. In addition, because penalties provided for in section 558, subdivision (a) are in addition to any other penalty provided by law, Defendants are also subject to other penalties provided by law, including penalties under Labor Code section 2699 in the amount of \$100 per violation, penalties under Labor Code section 1199 in the amount of \$100 per violation, penalties under Labor Code section 1197.1 in the amount of \$100 per violation. *See, Fleming v. Dollar Tree Stores, Inc.* (N.D. Cal. 2006) 2006 U.S. Dist. LEXIS 67749 at pp. 23-28 (stacking penalties authorized where applicable penalty is expressly stated to be supplemental rather than an exclusive penalty). Thus, total penalties of \$350 are available per violation of the Wage Order.

In total, penalties of \$450 are available for each pay period in which Defendants failed to authorize or permit an employee to take a compliant meal period. In addition, Relator shall seek to recover subsequent violation penalties for each violation occurring after the date Defendants received this Notice, and thereby received notice that its conduct was violating state law.

2.2. Failure to Pay Premium Meal Period Wages

For each pay period in which an employee is not provided with a compliant meal period and not paid the required premium meal period wage, Defendants have violated

Labor Code sections 226.7 (premium meal period wages), 204/204b (regular payment of all wages due), 226 (accurate wage statements), and the Wage Order (premium meal period wages).

Violations of section 226.7 are subject to penalties under Labor Code section 2699 in the amount of \$100 per violation.

Violations of sections 204 and 204b are subject to penalties under Labor Code section 2699 in the amount of \$100 per violation.

Violations of section 226 are subject to penalties under Labor Code section 226.3 in the amount of \$250 per violation. Because section 226.3's penalties are supplemental, violations of section 1197 are also subject to penalties under section 2699 in the amount of \$100 per violation. Thus, total penalties of \$350 are available per violation of section 226.

As previously noted, total penalties of \$350 are available per violation of the Wage Order.

In total, penalties of \$900 are available for each pay period in which an employee is not authorized or permitted to take a compliant rest period and not paid the required premium rest period wage, or in which an employee is not authorized or permitted to take a compliant meal period and not paid the required premium meal period wage. In addition, Relator shall seek to recover subsequent violation penalties for each violation occurring after the date Defendants received this Notice, and thereby received notice that its conduct was violating state law.

2.3. Failure to Pay Minimum, Overtime, and Contractual Wages

For each pay period in which an employee is not paid the required minimum or overtime wage for all hours worked, Defendants have violated Labor Code sections 1197 (minimum and overtime wages), 510 (overtime wages), 204/204b (regular payment of all wages due), 226 (accurate wage statements), and the Wage Order (minimum and overtime wages).

Violations of section 1197 are subject to penalties under Labor Code section 1197.1 of \$100 per violation. Section 1197.1's penalties are supplemental. *Id.* at subd. (i). Accordingly, violations of section 1197 are also subject to penalties under section 2699 in the amount of \$100 per violation. Thus, total penalties of \$200 are available per violation under section 1197.

Violations of section 510 are subject to penalties under Labor Code section 2699 in the amount of \$100 per violation.

Violations of sections 204 and 204b are subject to penalties under Labor Code section 2699 in the amount of \$100 per violation.

As previously noted, total penalties of \$350 are available per violation of section 226.

In total, penalties of \$1,100 are available for each pay period in which an employee is not paid the required minimum, overtime, or contractual wage for all hours actually worked. In addition, Relator shall seek to recover subsequent violation penalties for each violation occurring after the date Defendants received this Notice, and thereby received notice that its conduct was violating state law.

2.4. Failure to Pay All Wages Due at Separation

For each employee who separated from Defendants' employment without receiving payment of all wages owing and due, including premium rest and meal period wages, Defendants have violated sections 201 and 202, which require the payment of all wages due at the time of separation. Violation of sections 201 and 202 are subject to penalties under section 2699 in the amount of \$100 per violation. In addition, Relator shall seek to recover subsequent violation penalties for each violation occurring after the date Defendants received this Notice, and thereby received notice that its conduct was violating state law.

Relator reserves the right to file an amended or supplemental notice as new violations come to light.

Please contact me with any questions or concerns regarding the allegations contained in this notice.

Very truly yours,

AIMAN-SMITH & MARCY
A PROFESSIONAL CORPORATION

/s/ Brent A. Robinson

Brent A. Robinson
bar@asmlawyers.com

EXHIBIT B

January 13, 2021

Via Online Filing

California Labor and Workforce Development Agency

Via Certified Mail

Coast Counties Truck & Equipment Company
c/o Katharine M. Carlson, Agent for Service
1740 N. 4th Street
San Jose, CA 95112

Re: LWDA ex rel. Darrell Honrine et al. v. Coast Counties Truck & Equipment Company
LWDA Case No. LWDA-CM-814046-20
First Amended PAGA Charge

Dear PAGA Administrator:

My firm represents Darrell Honrine (Relator). Pursuant to California Labor Code section 2699.3, subdivisions (a) and (c), Relator hereby provide notice of violations under the Private Attorneys General Act. With this first amended notice of violations, Relator adds allegations of failure to maintain accurate timekeeping records, including the start and end times of each shift and each meal period, in violation of Labor Code sections 1174 and the Wage Order.

Pursuant to Labor Code section 2699, subdivisions (a) and (f), Relator applies to recover civil penalties against Coast Counties Truck & Equipment Company, d.b.a. Coast Counties Peterbilt, through a civil action brought on behalf of, and in the name of, the California Labor and Workforce Development Agency. In addition, Relator apply to recover civil penalties against Defendants named here as Does 1 through 15, inclusive.

Defendant is a California corporation, registered to and conducting business in California, with its principal executive office located in San Jose, California.

Relator is ignorant of the true names or capacities of Defendants named herein as Does 1 through 15, inclusive, and therefore name these Defendants by these fictitious names. When the names and capacities of these Defendants are ascertained, Relator will amend this notice accordingly. Each of the Defendants named herein or designated as a Doe is liable or in some manner legally responsible under the Private Attorneys General Act for the violations alleged herein.

Relator hereinafter refer to all these Defendants collectively as “Defendants.”

Penalties are sought for violations as alleged below occurring within the period commencing one year prior to the date of this Notice, and proceeding through the entry of final judgment (Claim Period). Relator seek to recover such penalties via a lawsuit to be filed against Defendants in Alameda County Superior Court.

Such penalties are sought as to a group of aggrieved employees consisting of all non-exempt employees of Defendants working in California at any time during the Claim Period (Aggrieved Employees). Defendants' employment of the Aggrieved Employees is governed by Industrial Welfare Commission Wage Order No. 9 (8 C.C.R. 11090) (Wage Order).

Defendants do business as Coast Counties Peterbilt, and Coast Counties Peterbilt PacLease. Defendants operate seven truck and trailer dealership, vehicle rental, parts sale, and service facilities in California, including locations in San Jose, San Leandro, Salinas, Windsor, Eureka, Paso Robles, and Vacaville. Relator is informed and believe that Defendants have employed several hundred individuals at their facilities in California within the Claim Period. Defendants are each a person a who directly or indirectly, or through an agent or any other person, employs or exercises control over the wages, hours, or working conditions of any person. *See*, 8 C.C.R. 11090 § 2(G).

Defendants employed Relator Honrine at the Windsor location (7675 Conde Lane, Windsor, CA 95492) as a non-exempt hourly lead technician from approximately March 2020 through November 12, 2020.

The violations alleged, and the penalties sought, are as follows:

1. Defendants' Conduct

Defendants have failed to pay Aggrieved Employees all required minimum, overtime, and contractual wages for all hours actually worked, including for hours worked attending and completing trainings mandated by Defendants as a condition of employment, and including days where Aggrieved Employees were required to report for work and did report but were not put to work or were furnished less than half their usual or scheduled day's work.

Throughout the Claim Period, Defendants have also failed to authorize or permit Aggrieved Employees to take meal periods of not less than 30 minutes, uninterrupted and relieved of all duties, by no later than the end of the 5th hour of work.

Defendants' policies and practices have impeded and discouraged Aggrieved Employees from taking meal breaks and require Aggrieved Employees to perform their duties in ways that prevent taking a first meal break by the end of the 5th hour of work.

Defendants have not paid premium meal period wages for days on which they fail to provide compliant meal breaks.

Defendants have failed to provide Aggrieved Employees with accurate, itemized wage statements. The wage statements provided by Defendants fail to conform to California law because those wage statements do not display all wages earned by

Aggrieved Employees, including premium meal period wages, and wages for hours worked off the clock. As a direct and proximate result of Defendants' failure to provide Aggrieved Employees with accurate, itemized wage statements, they have suffered injury and damage to their statutorily-protected rights, and have been injured because they were denied both their legal right to receive, and their protected interest in receiving, accurate, itemized wage statements.

Defendants' failure to provide Aggrieved Employees with accurate, itemized wage statements is and was knowing and intentional.

Defendants have also failed to pay all wages to those Aggrieved Employees who separated from Defendants' employment within the Claim Period. Within the Claim Period, Aggrieved Employees have resigned from their employment or were terminated by Defendants. Defendants willfully failed to pay said Aggrieved Employees all wages due upon termination or within 72 hours of resignation. Defendants failed to pay said Aggrieved Employees all wages due because they are not provided with premium meal period wages, or wages for hours worked off the clock. Defendants' failure to pay all wages due Aggrieved Employees at the separation or termination is willful.

Defendants have also failed to maintain adequate timekeeping records, insofar as the timekeeping records maintained by Defendants only document the total hours worked by Aggrieved Employees each day, and failed to document the time when Aggrieved Employee began and ended each work period, meal period, and split shift.

2. Applicable Penalties, Including Underpaid Wages and Waiting-Time-Penalties as Penalties

2.1. Failure to Provide Meal Period

For each pay period in which an employee is not authorized or permitted a compliant meal period, Defendants have violated Labor Code section 512 and the Wage Order.

Violations of section 512 are subject to penalties under Labor Code section 2699 in the amount of \$100 per violation.

Violations of the Wage Order are subject to penalties under Labor Code section 558 in the amount of \$50 per violation. In addition, because penalties provided for in section 558, subdivision (a) are in addition to any other penalty provided by law, Defendants are also subject to other penalties provided by law, including penalties under Labor Code section 2699 in the amount of \$100 per violation, penalties under Labor Code section 1199 in the amount of \$100 per violation, penalties under Labor Code section 1197.1 in the amount of \$100 per violation. *See, Fleming v. Dollar Tree Stores, Inc.* (N.D. Cal. 2006) 2006 U.S. Dist. LEXIS 67749 at pp. 23-28 (stacking penalties authorized where applicable penalty is expressly stated to be supplemental rather than an exclusive penalty). Thus, total penalties of \$350 are available per violation of the Wage Order.

In total, penalties of \$450 are available for each pay period in which Defendants failed to authorize or permit an employee to take a compliant meal period. In addition, Relator shall seek to recover subsequent violation penalties for each violation occurring after the date Defendants received this Notice, and thereby received notice that its conduct was violating state law.

2.2. Failure to Pay Premium Meal Period Wages

For each pay period in which an employee is not provided with a compliant meal period and not paid the required premium meal period wage, Defendants have violated Labor Code sections 226.7 (premium meal period wages), 204/204b (regular payment of all wages due), 226 (accurate wage statements), and the Wage Order (premium meal period wages).

Violations of section 226.7 are subject to penalties under Labor Code section 2699 in the amount of \$100 per violation.

Violations of sections 204 and 204b are subject to penalties under Labor Code section 2699 in the amount of \$100 per violation.

Violations of section 226 are subject to penalties under Labor Code section 226.3 in the amount of \$250 per violation. Because section 226.3's penalties are supplemental, violations of section 1197 are also subject to penalties under section 2699 in the amount of \$100 per violation. Thus, total penalties of \$350 are available per violation of section 226.

As previously noted, total penalties of \$350 are available per violation of the Wage Order.

In total, penalties of \$900 are available for each pay period in which an employee is not authorized or permitted to take a compliant rest period and not paid the required premium rest period wage, or in which an employee is not authorized or permitted to take a compliant meal period and not paid the required premium meal period wage. In addition, Relator shall seek to recover subsequent violation penalties for each violation occurring after the date Defendants received this Notice, and thereby received notice that its conduct was violating state law.

2.3. Failure to Pay Minimum, Overtime, and Contractual Wages

For each pay period in which an employee is not paid the required minimum or overtime wage for all hours worked, Defendants have violated Labor Code sections 1197 (minimum and overtime wages), 510 (overtime wages), 204/204b (regular payment of all wages due), 226 (accurate wage statements), and the Wage Order (minimum and overtime wages).

Violations of section 1197 are subject to penalties under Labor Code section 1197.1 of \$100 per violation. Section 1197.1's penalties are supplemental. *Id.* at subd. (i). Accordingly, violations of section 1197 are also subject to penalties under section 2699 in

the amount of \$100 per violation. Thus, total penalties of \$200 are available per violation under section 1197.

Violations of section 510 are subject to penalties under Labor Code section 2699 in the amount of \$100 per violation.

Violations of sections 204 and 204b are subject to penalties under Labor Code section 2699 in the amount of \$100 per violation.

As previously noted, total penalties of \$350 are available per violation of section 226.

In total, penalties of \$1,100 are available for each pay period in which an employee is not paid the required minimum, overtime, or contractual wage for all hours actually worked. In addition, Relator shall seek to recover subsequent violation penalties for each violation occurring after the date Defendants received this Notice, and thereby received notice that its conduct was violating state law.

2.4. Failure to Pay All Wages Due at Separation

For each employee who separated from Defendants' employment without receiving payment of all wages owing and due, including premium rest and meal period wages, Defendants have violated sections 201 and 202, which require the payment of all wages due at the time of separation. Violation of sections 201 and 202 are subject to penalties under section 2699 in the amount of \$100 per violation. In addition, Relator shall seek to recover subsequent violation penalties for each violation occurring after the date Defendants received this Notice, and thereby received notice that its conduct was violating state law.

2.5. Failure to Pay All Wages Due at Separation

For each pay period in which Defendants have failed to accurately document the time when an Aggrieved Employee begins and ends each work period, meal period, and split shift, Defendants have violated Labor Code section 1174, and the Wage Order (8 C.C.R. 11090(7)(A)(3)).

Willful violations of section 1174 are subject to penalties under Labor Code section 1174.5 in the amount of \$500 per violation. Non-willful violations of section 1174 are subject to penalties under Labor Code section 2699 of \$100 per violation.

As previously noted, total penalties of \$350 are available per violation of the Wage Order.

In total, penalties of \$850 are available for each falsification of timekeeping records.

Relator reserves the right to file an amended or supplemental notice as new violations come to light.

Please contact me with any questions or concerns regarding the allegations contained in this notice.

Very truly yours,
AIMAN-SMITH & MARCY
A PROFESSIONAL CORPORATION

/s/ Brent A. Robinson

Brent A. Robinson
bar@asmlawyers.com