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*Attorneys for PLAINTIFF ESPRANZA SOLIS,
on behalf of herself and other similarly situated
non-exempt former and current employees*

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

ESPERANZA SOLIS, on behalf of herself
and other similarly situated non-exempt
former and current employees,

PLAINTIFF,

vs.

TIRECO, INC., a California corporation; and
DOES 1 through 100, inclusive,

Defendants.

Case No. **CIV SB 2121647**

CLASS ACTION

COMPLAINT

1. Failure to Provide Required Meal Periods;
2. Failure to Provide Required Rest Periods;
3. Failure to Pay Overtime Wages;
4. Failure to Pay All Wages Due to Discharged and Quitting Employees;
5. Failure to Maintain Required Records;
6. Failure to Furnish Accurate Itemized Statements;
7. Unfair and Unlawful Business Practices; and
8. Penalties Under Labor Code Private Attorneys General Act

DEMAND FOR JURY TRIAL

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO CIVIL DIVISION

JUL 26 2021

BY 
VERONICA GONZALEZ, DEPUTY

FILED

1 Plaintiff ESPERANZA SOLIS (“PLAINTIFF”), on behalf of herself and other similarly
2 situated and aggrieved current and former employees, hereby alleges as follows:

3 **JURISDICTION AND VENUE**

4 1. The Superior Court of the State of California has jurisdiction in this matter because
5 PLAINTIFF is a resident of the State of California and TIRECO, INC. (“TIRECO”) and DOES 1
6 through 100, inclusive (collectively referred to as “DEFENDANTS”) are citizens and residents of,
7 and/or regularly conduct business in California. Further, no federal question is at issue because the
8 claims are based solely on California law.

9 2. Venue is proper in this judicial district and the County of San Bernardino,
10 California because DEFENDANTS reside and maintain offices and facilities and transact business
11 in the County of San Bernardino, and because DEFENDANTS’ unlawful policies and practices
12 that are the subject matter of this action were applied, at least in part, to PLAINTIFF and other
13 persons similarly situated and aggrieved in the County of San Bernardino.

14 3. The amount in controversy in this matter exceeds the sum of \$25,000.00, exclusive
15 of interest and costs.

16 **PLAINTIFF**

17 4. Plaintiff ESPERANZA SOLIS (“SOLIS” or “PLAINTIFF”) is and was, at all times
18 material to this complaint, a resident of the State of California and is DEFENDANTS’ former,
19 non-exempt, employee.

20 5. PLAINTIFF, on behalf of herself and other similarly situated and aggrieved current
21 and former non-exempt employees of DEFENDANTS in the State of California at any time from
22 four years prior to the filing of this action and continuing while this action is pending, brings this
23 class and representative action to recover, among other things, wages and penalties from unpaid
24 wages earned and due as a result of DEFENDANTS’ uniformly illegal business policies including,
25 but not limited to, unpaid and illegally calculated overtime compensation, illegal meal and rest
26 period policies, failure to pay all wages due to discharged or quitting employees, failure to maintain
27 required records, failure to provide accurate itemized wage statements, failure to indemnify
28 employees for necessary expenditures and/or losses incurred in discharging their duties, and

1 interest, attorneys' fees, costs, and expenses.

2 6. PLAINTIFF brings this action on behalf of herself and the following similarly
3 situated class of individuals and aggrieved employees ("CLASS MEMBERS"): all current and
4 former non-exempt employees of DEFENDANTS in the State of California at any time within the
5 period beginning from four years prior to the filing of this action and ending at the time this action
6 settles or proceeds to final judgment ("CLASS PERIOD"). PLAINTIFF reserve the right to name
7 additional class representatives.

8 **DEFENDANTS**

9 7. PLAINTIFF are informed and believe, and thereon allege, that TIRECO is, and at
10 all times relevant hereto was, a corporation organized and existing under the laws of the State of
11 California. PLAINTIFF are further informed and believe, and thereon allege, that TIRECO is
12 authorized to conduct business in the State of California, and has at all relevant times conducted
13 business in the State of California under California entity number C2210826. Specifically, upon
14 information and belief, TIRECO maintains offices and conducts business in the County of San
15 Bernardino, State of California.

16 8. The true names and capacities of DOES 1 through 100 ("DOE DEFENDANTS"),
17 inclusive, are unknown to PLAINTIFF at this time, and PLAINTIFF therefore sue such defendants
18 under fictitious names. PLAINTIFF are informed and believe, and thereon allege, that each
19 defendant designated as a DOE is in some manner highly responsible for the occurrences alleged
20 herein, and that PLAINTIFF and CLASS MEMBERS' injuries and damages, as alleged herein,
21 were proximately caused by the conduct of such DOE DEFENDANTS. PLAINTIFF shall seek
22 leave of the court to amend this complaint to allege the true names and capacities of such DOE
23 DEFENDANTS when ascertained.

24 9. At all relevant times herein, DEFENDANTS were the joint employers of
25 PLAINTIFF and CLASS MEMBERS. PLAINTIFF are informed and believe, and thereon allege,
26 that at all times material to this complaint DEFENDANTS were the alter egos, divisions, affiliates,
27 integrated enterprises, joint employers, subsidiaries, parents, principals, related entities, co-
28 conspirators, authorized agents, partners, joint venture(s), and/or guarantors, actual or ostensible,

1 of each other. Each defendant was completely dominated by his, her, or its co-defendant, and each
2 was the alter ego of the other.

3 10. PLAINTIFF are informed and believe, and thereon allege, that at all relevant times
4 there was such unity of interest and ownership between DEFENDANTS that the separate
5 personalities of the DEFENDANTS never existed and that it would be unfair to attribute the illegal
6 acts and omissions alleged herein by PLAINTIFF to be the acts and omissions of the corporations
7 or companies named as defendants alone.

8 11. At all relevant times herein, DEFENDANTS employed PLAINTIFF and CLASS
9 MEMBERS under employment agreements that were partly written, partly oral, and partly implied.
10 In perpetrating the acts and omissions alleged herein, DEFENDANTS, and each of them, acted
11 pursuant to, and in furtherance of, their policies and practices of not paying PLAINTIFF and
12 CLASS MEMBERS all wages earned and due, through methods and schemes which include, but
13 are not limited to, failing to pay overtime premiums; failing to provide rest and meal periods;
14 failing to properly maintain records; failing to provide accurate itemized statements for each pay
15 period; failing to properly compensate PLAINTIFF and CLASS MEMBERS for necessary
16 expenditures; and requiring, permitting or suffering PLAINTIFF and CLASS MEMBERS to work
17 off the clock, in violation of the California Labor Code and the applicable IWC Wage Orders.

18 12. PLAINTIFF further allege that during their employment with DEFENDANTS,
19 DEFENDANTS failed to, among other things, regularly provide PLAINTIFF with their required
20 statutory 10-minute rest break every four hours or fraction thereof. PLAINTIFF also allege that,
21 among other things, at the direction of DEFENDANT managing agents and/or employees
22 PLAINTIFF and other CLASS MEMBERS were instructed to continue working through their
23 meal periods due to the busy work schedule and therefore did not receive their required
24 uninterrupted 30-minute meal period before the end of the fifth hour of work. As a result,
25 PLAINTIFF accumulated numerous unpaid hours which also included unpaid overtime hours for
26 which they were not compensated for at either one and one-half times their regular rate or double
27 time for any and all hours worked over twelve (12) hours in a workday.

28 13. PLAINTIFF are informed and believe, and thereon allege, that each and every one

1 of the acts and omissions alleged herein were performed by, and/or attributable to, all
2 DEFENDANTS, each acting as agents and/or employees, and/or under the direction and control
3 of, each of the other DEFENDANTS, and that said acts and failures to act were within the course
4 and scope of said agency, employment and/or direction and control. PLAINTIFF are informed and
5 believe, and thereon allege, that they performed work at TIRECO's physical location and were in
6 fact instructed and/or managed and/or directed by employees and/or managing agents of TIRECO.

7 14. As a direct and proximate result of the unlawful actions of DEFENDANTS,
8 PLAINTIFF and CLASS MEMBERS have suffered, and continue to suffer, from loss of earnings
9 in amounts as yet unascertained, but subject to proof at trial, and within the jurisdiction of this
10 Court.

11 **CLASS ACTION ALLEGATIONS**

12 15. This action is appropriately suited for a Class Action because:

13 A. The potential class is a significant number. Joinder of all current and former
14 employees individually would be impractical.

15 B. This action involves common questions of law and fact to the potential class
16 because the action focuses on the DEFENDANTS' systematic execution of illegal payroll
17 practices and policies, which was applied to all non-exempt employees in violation of the Labor
18 Code, IWC Wage Orders, and the California Business and Professions Code which prohibits unfair
19 business practices arising from such violations.

20 C. PLAINTIFF' claims are typical of the class because DEFENDANTS
21 subjected all non-exempt employees to the identical violations of the California Labor Code, the
22 applicable IWC Wage Order, and the California Business and Professions Code.

23 D. PLAINTIFF are able to fairly and adequately protect the interests of all
24 members of the class because it is in their best interests to prosecute the claims alleged herein to
25 obtain full compensation due to the class for all services rendered and hours worked.

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27 ///

28 ///

1 **FIRST CAUSE OF ACTION**

2 **Failure to Provide Required Meal Periods**

3 **[Cal. Labor Code §§ 226.7, 510, 512, 1194, 1197; IWC Wage Order No. 9-2001, § 11]**

4 **(Against All DEFENDANTS)**

5 16. PLAINTIFF realleges and incorporates by reference each and every allegation
6 contained in each and every aforementioned paragraph as though fully set forth herein.

7 17. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies
8 and practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS
9 required, permitted or otherwise suffered PLAINTIFF and CLASS MEMBERS to take less than
10 the 30-minute meal period, or to work through them, and have failed to otherwise provide the
11 required meal periods to PLAINTIFF and CLASS MEMBERS pursuant to Labor Code § 226.7,
12 512 and IWC Order No. 9-2001, § 11.

13 18. DEFENDANTS further violated Labor Code §§ 226.7 and IWC Wage Order No.
14 9-2001, § 11 by failing to compensate PLAINTIFF and CLASS MEMBERS who were not
15 provided with a meal period, in accordance with the applicable IWC Wage Order, one additional
16 hour of compensation at each employee's base hourly wage for each workday that a meal period
17 was not provided.

18 19. DEFENDANTS further violated Labor Code §§ 226.7, 510, 1194, 1197, and IWC
19 Wage Order No. 9-2001 by failing to compensate PLAINTIFF and CLASS MEMBERS for all
20 hours worked during their meal periods.

21 20. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS
22 MEMBERS have been damaged in an amount according to proof at trial, and seek all wages earned
23 due, interest, penalties, expenses, and costs of suit.

24 **SECOND CAUSE OF ACTION**

25 **Failure to Provide Required Rest Periods**

26 **[Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 9-2001, § 12]**

27 **(Against All DEFENDANTS)**

28 21. PLAINTIFF realleges and incorporates by reference each and every allegation

1 contained in each and every aforementioned paragraph as though fully set forth herein.

2 22. At all times relevant herein, as part of DEFENDANTS' illegal payroll policies and
3 practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS failed
4 to provide rest periods to PLAINTIFF and CLASS MEMBERS as required under Labor Code §§
5 226.7 and 512, and IWC Wage Order No. 9-2001, § 12.

6 23. DEFENDANTS further violated Labor Code § 226.7 and IWC Wage Order No. 9-
7 2001, § 12 by failing to pay PLAINTIFF and CLASS MEMBERS who were not provided with a
8 rest period, in accordance with the applicable IWC Wage Order, one additional hour of
9 compensation at each employee's base hourly wage for each workday that a rest period was not
10 provided.

11 24. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS
12 MEMBERS have been damaged in an amount according to proof at trial, and seek all wages earned
13 and due, interest, penalties, expenses, and costs of suit.

14 **THIRD CAUSE OF ACTION**

15 **Failure to Pay Overtime Wages**

16 **[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 9-2001, § 3]**

17 **(Against All DEFENDANTS)**

18 25. PLAINTIFF realleges and incorporates by reference each and every allegation
19 contained in each and every aforementioned paragraph as though fully set forth herein.

20 26. Pursuant to Labor Code §§ 510, 1194, and IWC Wage Order No. 9-2001, § 3,
21 DEFENDANTS are required to compensate PLAINTIFF and CLASS MEMBERS for all
22 overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for all hours
23 worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first eight
24 (8) hours on the seventh consecutive workday, with double time for all hours worked in excess of
25 twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the
26 seventh consecutive day of work in any workweek.

27 27. PLAINTIFF and CLASS MEMBERS are current and former non-exempt
28 employees entitled to the protections of Labor Code §§ 510, 1194, and IWC Wage Order No. 9-

1 2001. During the CLASS PERIOD, DEFENDANTS failed to compensate PLAINTIFF and
2 CLASS MEMBERS for all overtime hours worked as required under the foregoing provisions of
3 the Labor Code and IWC Wage Order by, among other things: failing to pay overtime at one and
4 one-half (1½) or double the regular rate of pay as provided by Labor Code §§ 510, 1194, and IWC
5 Wage Order No. 9-2001, § 3; requiring, permitting or suffering PLAINTIFF and CLASS
6 MEMBERS to work off the clock; requiring, permitting or suffering PLAINTIFF and CLASS
7 MEMBERS to work through meal and rest breaks; illegally and inaccurately recording time in
8 which PLAINTIFF and CLASS MEMBERS worked; failing to properly maintain PLAINTIFF'
9 and CLASS MEMBERS' records; failing to provide accurate itemized wage statements to
10 PLAINTIFF for each pay period; and other methods to be discovered.

11 28. In violation of California law, DEFENDANTS have knowingly and willfully
12 refused to perform their obligations to compensate PLAINTIFF and CLASS MEMBERS for all
13 wages earned and all hours worked. As a proximate result, PLAINTIFF and CLASS MEMBERS
14 have suffered, and continue to suffer, substantial losses related to the use and enjoyment of such
15 wages, lost interest on such wages, and expenses and attorneys' fees in seeking to compel
16 DEFENDANTS to fully perform their obligations under state law, all to their respective damages
17 in amounts according to proof at time of trial, and within the jurisdiction of this Court.

18 29. DEFENDANTS' conduct described herein violates Labor Code §§ 510, 1194, 1198
19 and IWC Wage Order No. 9-2001, § 3. Therefore, PLAINTIFF and CLASS MEMBERS are
20 entitled to recover the unpaid balance of wages owed to them by DEFENDANTS, plus interest,
21 attorneys' fees, expenses, and costs of suit.

22 **FOURTH CAUSE OF ACTION**

23 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

24 **[Cal. Labor Code §§ 201, 202, 203]**

25 **(Against All DEFENDANTS)**

26 30. PLAINTIFF realleges and incorporates by reference each and every allegation
27 contained in each and every aforementioned paragraph as though fully set forth herein.

28 31. Pursuant to Labor Code § 201, 202, and 203, DEFENDANTS are required to pay

1 all earned and unpaid wages to an employee who is discharged. Labor Code § 201 mandates that
2 if an employer discharges an employee, the employee's wages accrued and unpaid at the time of
3 discharge are due and payable immediately.

4 32. Furthermore, pursuant to Labor Code § 202, DEFENDANTS are required to pay
5 all accrued wages due to an employee no later than 72 hours after the employee quits his or her
6 employment, unless the employee provided 72 hours previous notice of his or her intention to quit,
7 in which case the employee is entitled to his or her wages at the time of quitting.

8 33. Labor Code § 203 provides that if an employer willfully fails to pay, in accordance
9 with Labor Code §§ 201 and 202, any wages of an employee who is discharged or who quits, the
10 employer is liable for waiting time penalties in the form of continued compensation to the
11 employee at the same rate for up to 30 workdays.

12 34. During the CLASS PERIOD, DEFENDANTS have willfully failed to pay accrued
13 wages and other compensation to PLAINTIFF and CLASS MEMBERS in accordance with Labor
14 Code §§ 201 and 202.

15 35. As a result, PLAINTIFF and CLASS MEMBERS are entitled to all available
16 statutory penalties, including the waiting time penalties provided in Labor Code § 203, together
17 with interest thereon, as well as other available remedies.

18 36. As a proximate result of DEFENDANTS' unlawful actions and omissions,
19 PLAINTIFF and CLASS MEMBERS have been deprived of compensation in an amount
20 according to proof at the time of trial, but in excess of the jurisdiction of this Court, and are entitled
21 to recovery of such amounts, plus interest thereon, and attorneys' fees and costs, pursuant to Labor
22 Code §§ 1194.

23 **FIFTH CAUSE OF ACTION**

24 **Failure to Maintain Required Records**

25 **[Cal. Labor Code §§ 226, 1174; IWC Wage Order No. 9-2001, § 7]**

26 **(Against All DEFENDANTS)**

27 37. PLAINTIFF realleges and incorporates by reference each and every allegation
28 contained in each and every aforementioned paragraph as though fully set forth herein.

1 38. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies
2 and practices to deprive PLAINTIFF and CLASS MEMBERS of all wages earned and due,
3 DEFENDANTS knowingly and intentionally failed to maintain records as required under Labor
4 Code §§ 226, 1174, and IWC Wage Order No. 9-2001, § 7, including but not limited to the
5 following records: total daily hours worked by each employee; applicable rates of pay; all
6 deductions; meal periods; time records showing when each employee begins and ends each work
7 period; and accurate itemized statements.

8 39. As a proximate result of DEFENDANTS' unlawful actions and omissions,
9 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at trial,
10 and are entitled to all wages earned and due, plus interest thereon. Additionally, PLAINTIFF and
11 CLASS MEMBERS are entitled to all available statutory penalties, including but not limited to
12 civil penalties pursuant to Labor Code §§ 226(e), 226.3, and 1174.5, and an award of costs,
13 expenses, and reasonable attorneys' fees, including but not limited to those provided in Labor Code
14 § 226(e), as well as other available remedies.

15 **SIXTH CAUSE OF ACTION**

16 **Failure to Furnish Accurate Itemized Wage Statements**

17 **[Cal. Labor Code §§ 226; IWC Wage Order No. 9-2001, § 7]**

18 **(Against All DEFENDANTS)**

19 40. PLAINTIFF realleges and incorporates by reference each and every allegation
20 contained in each and every aforementioned paragraph as though fully set forth herein.

21 41. During the CLASS PERIOD, DEFENDANTS routinely failed to provide
22 PLAINTIFF and CLASS MEMBERS with timely, accurate, and itemized wage statements in
23 writing showing each employee's gross wages earned, total hours worked, all deductions made,
24 net wages earned, the name and address of the legal entity or entities employing PLAINTIFF and
25 CLASS MEMBERS, and all applicable hourly rates in effect during each pay period and the
26 corresponding number of hours worked at each hourly rate, in violation of Labor Code § 226 and
27 IWC Wage Order No. 9-2001, § 7.

28 42. During the CLASS PERIOD, DEFENDANTS knowingly and intentionally failed

1 to provide PLAINTIFF and CLASS MEMBERS with timely, accurate, and itemized wage
2 statements in accordance with Labor Code § 226(a).

3 43. As a proximate result of DEFENDANTS' unlawful actions and omissions,
4 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at trial,
5 and seek all wages earned and due, plus interest thereon. Additionally, PLAINTIFF and CLASS
6 MEMBERS are entitled to all available statutory penalties, including but not limited to civil
7 penalties pursuant to Labor Code §§ 226(e), 226.3, and 1174.5, and an award of costs, expenses,
8 and reasonable attorneys' fees, including but not limited to those provided in Labor Code § 226(e),
9 as well as other available remedies.

10 **SEVENTH CAUSE OF ACTION**

11 **Unfair and Unlawful Business Practices**

12 **[Cal. Bus. & Prof. Code §§ 17200 et seq.]**

13 **(Against All DEFENDANTS)**

14 44. PLAINTIFF realleges and incorporates by reference each and every allegation
15 contained in each and every aforementioned paragraph as though fully set forth herein.

16 45. Each and every one of DEFENDANTS' acts and omissions in violation of the
17 Labor Code and/or the applicable IWC Wage Order as alleged herein, including but not limited to
18 DEFENDANTS' failure and refusal to provide required meal periods, DEFENDANTS' failure
19 and refusal to provide required rest periods, DEFENDANTS' failure and refusal to pay overtime
20 compensation, DEFENDANTS' failure and refusal to pay all wages due to discharged or quitting
21 employees, DEFENDANTS' failure and refusal to furnish accurate itemized wage statements;
22 DEFENDANTS' failure and refusal to maintain required records, DEFENDANTS' failure and
23 refusal to indemnify PLAINTIFF and CLASS MEMBERS for necessary expenditures and/or
24 losses incurring in discharging their duties, constitutes an unfair and unlawful business practice
25 under California Business and Professions Code § 17200, *et seq.*

26 46. DEFENDANTS' violations of California wage and hour laws constitute a business
27 practice because DEFENDANTS' aforementioned acts and omissions were done repeatedly over
28 a significant period of time, and in a systematic manner, to the detriment of PLAINTIFF and

1 CLASS MEMBERS.

2 47. DEFENDANTS have avoided payment of wages, overtime wages, meal periods,
3 rest periods, and other benefits as required by the Labor Code, the California Code of Regulations,
4 and the applicable IWC Wage Order. Further, DEFENDANTS have failed to record, report, and
5 pay the correct sums of assessment to the state authorities under the Labor Code and other
6 applicable regulations.

7 48. As a result of DEFENDANTS' unfair and unlawful business practices,
8 DEFENDANTS have reaped unfair and illegal profits during the CLASS PERIOD at the expense
9 of PLAINTIFF, CLASS MEMBERS, and members of the public. DEFENDANTS should be made
10 to disgorge their ill-gotten gains and to restore them to PLAINTIFF and CLASS MEMBERS.

11 49. DEFENDANTS' unfair and unlawful business practices entitle PLAINTIFF and
12 CLASS MEMBERS to seek preliminary and permanent injunctive relief, including but not limited
13 to orders that DEFENDANTS account for, disgorge, and restore to PLAINTIFF and CLASS
14 MEMBERS the wages and other compensation unlawfully withheld from them. PLAINTIFF and
15 CLASS MEMBERS are entitled to restitution of all monies to be disgorged from DEFENDANTS
16 in an amount according to proof at the time of trial, but in excess of the jurisdiction of this Court.

17 **EIGHTH CAUSE OF ACTION**

18 **Representative Action for Civil Penalties**

19 **[Cal. Labor Code §§ 2698-2699.5]**

20 **(Against All DEFENDANTS)**

21 50. PLAINTIFF realleges and incorporates by reference each and every allegation
22 contained in each and every aforementioned paragraph, except paragraph 15, as though fully set
23 forth herein.

24 51. PLAINTIFF is an "aggrieved employee" within the meaning of California Labor
25 Code § 2699(c), and a proper representative who may bring a civil action on behalf of herself and
26 other current and former aggrieved employees of DEFENDANTS pursuant to the procedures
27 specified in California Labor Code § 2699.3, because DEFENDANTS employed PLAINTIFF,
28 who alleges that DEFENDANTS subjected her to violations of the California Labor Code during

1 her and other aggrieved employees' periods of employment.

2 52. Pursuant to the California Private Attorneys General Act of 2004 ("PAGA"), Labor
3 Code §§ 2698, *et seq.*, PLAINTIFF seeks to recover civil penalties, including, but not limited to,
4 penalties under California Labor Code §§ 2699, 210, 225.5, 226.3, 1174.5, 1197.1, 1199, and IWC
5 Wage Order No. 9-2001, § 20, from DEFENDANTS in a representative action for the violations
6 set forth above, including, but not limited to, violations of California Labor Code §§ 201, 202,
7 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1197, 1198, and 2802. PLAINTIFF is also entitled to
8 an award of reasonable attorneys' fees and costs pursuant to California Labor Code § 2699(g)(1).

9 53. On March 22, 2021, pursuant to California Labor Code § 2699.3, PLAINTIFF sent
10 notice to DEFENDANTS and the LWDA, notifying them of the California Labor Code and IWC
11 Wage Orders that she alleges DEFENDANTS have violated along with the facts and theories
12 supporting the alleged violations. More than sixty (60) days have passed since the date of the notice
13 was sent to DEFENDANTS and the LWDA, and the LWDA has not provided PLAINTIFF with
14 notice of its intent to investigate PLAINTIFF's allegations. Therefore, PLAINTIFF has complied
15 with all of the requirements set forth in California Labor Code § 2699.3 to commence a
16 representative action against TIRECO on behalf of herself and other similarly aggrieved
17 employees.

18 **PRAYER FOR RELIEF**

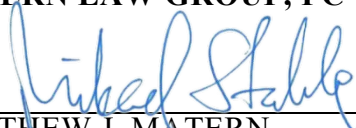
19 WHEREFORE, PLAINTIFF, on behalf of herself and all other persons similarly situated
20 and aggrieved, respectfully prays for relief against DEFENDANTS, and each of them, as follows:

- 21 1. For compensatory damages in an amount to be ascertained at trial;
- 22 2. For restitution of all monies due to PLAINTIFF and CLASS MEMBERS, as well
23 as disgorged profits from the unfair and unlawful business practices of DEFENDANTS;
- 24 3. For meal and rest period compensation pursuant to Labor Code § 226.7 and IWC
25 Wage Order No. 9-2001;
- 26 4. For preliminary and permanent injunctive relief enjoining DEFENDANTS from
27 violating the relevant provisions of the Labor Code and the IWC Wage Orders, and from engaging
28 in the unlawful business practices complained of herein;

5. For waiting time penalties pursuant to Labor Code § 203;
6. For statutory and civil penalties according to proof, including but not limited to all penalties authorized by Labor Code §§ 226(e) and 2698, *et seq.*;
7. For interest on the unpaid wages at 10% per annum pursuant to Labor Code §§ 218.6, 1194, 2802, California Civil Code §§ 3287, 3288, and/or any other applicable provision providing for pre-judgment interest;
8. For reasonable attorneys' fees and costs pursuant to Labor Code §§ 1194, 2699, 2802, California Civil Code § 1021.5, and/or any other applicable provisions providing for attorneys' fees and costs;
9. For declaratory relief;
10. For an order requiring and certifying the First, Second, Third, Fourth, Fifth, Sixth, and Seventh Causes of Action as a class action;
11. For an order appointing PLAINTIFF as class representative, and PLAINTIFF's counsel as class counsel; and
12. For such further relief that the Court may deem just and proper.

Dated: July 26, 2021

MATERN LAW GROUP, PC



MATTHEW J. MATERN
MIKAEL H. STAHLE

THE SWEENEY LAW FIRM, APC
BRANDON J. SWEENEY

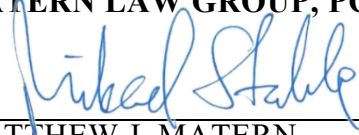
*Attorneys for PLAINTIFF ESPRANZA SOLIS, on
behalf of herself and other similarly situated non-
exempt former and current employees*

DEMAND FOR JURY TRIAL

PLAINTIFF, on behalf of herself and all other persons similarly situated and aggrieved,
respectfully demand a trial by jury with respect to all issues so triable.

Dated: July 26, 2021

MATERN LAW GROUP, PC



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MIKAEL H. STAHLE

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