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ELECTRONICALLY FILED
Superior Court of California,
County of Tulare
05/04/2023
By: Kim Anaya,
Deputy Clerk

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

JAMES SHEPHERD, an individual, on
behalf of himself and others similarly
situated,

Plaintiff,

vs.

TULARE FIRESTONE, INC.; and DOES 1
to 50, inclusive,

Defendants.

Case No.: 286250

**FIRST AMENDED REPRESENTATIVE
ACTION COMPLAINT**

1. Penalties Pursuant to Labor Code § 2699,
et seq.

JURY TRIAL DEMANDED

Plaintiff JAMES SHEPHERD, an individual, on behalf of himself and the people of the State of California and as an “aggrieved employee” under the Labor Code Private Attorneys General Act of 2004, § 2699, *et seq.* (“PAGA”) complains against complains of Defendant TULARE FIRESTONE, INC. (“Defendant”) and each of them, as follows:

I

INTRODUCTION

1. This is a Representative Action, pursuant to Labor Code § 2699, *et seq.*, on behalf of the following individuals: All persons who are employed or have been employed by TUALRE FIRESTONE, INC., in the State of California since one (1) year prior to the date of

1 Plaintiff's notice letter to the Labor and Workforce Development Agency ("LWDA") and
2 continuing to the present. ("Aggrieved Employees")

3 2. From at least one (1) year prior to the filing of this action continuing to the
4 present, Defendant has had a consistent policy of failing to pay wages and/or overtime to all
5 hourly employees for all work perform at the proper rate of compensation. Defendant issued
6 commission pay to Plaintiff and the Aggrieved Employees. However, Defendant failed to
7 include any such commission pay in the regular rate of pay in pay periods where Plaintiff and
8 the Aggrieved Employees also worked overtime. Also, Defendant had a policy of paying
9 employees for "service calls" on a piece rate basis without properly paying for all hours worked.
10 In addition, Defendant failed to provide paid rest periods when Plaintiff and the Aggrieved
11 Employees were paid by piece rate. As a result of Defendant's unlawful policies, Plaintiff and
12 the Aggrieved Employees were paid at a regular rate less than the rate required under California
13 law.

14 3. For at least one (1) year prior to the filing of this action and continuing to the
15 present, Defendant has had a consistent policy of failing to inform employees of their right to
16 take meal periods and requiring employees within the State of California, including Plaintiff, to
17 work at least five (5) hours without a meal period and failing to pay such employees one (1)
18 hour of pay at the employees' regular rate of compensation for each workday that the meal
19 period is not provided or provided after five (5) hours, as required by California state wage and
20 hour laws.

21 4. For at least one (1) year prior to the filing of this action and continuing to the
22 present, Defendant has had a consistent policy of failing to inform employees of their right to
23 take rest periods and of failing to provide employees within the State of California, including
24 Plaintiff, rest periods of at least ten (10) minutes per four (4) hours worked or major fraction
25 thereof and failing to pay such employees one (1) hour of pay at the employees regular rate of
26 compensation for each workday that the rest period was not provided, as required by California
27 state wage and hour laws.

28 5. For at least one (1) year prior to the filing of this action continuing to the present,

1 Defendant has failed to comply with Labor Code § 226(a) by failing to include necessary and
2 required information on wage statements provided to Plaintiff and the Aggrieved Employees.
3 Defendant failed to include the total hours worked, the number of piece-rate units earned and
4 any applicable piece rate if the employee is paid on a piece-rate basis, all applicable hourly rates
5 in effect during the pay period, and the corresponding number of hours worked at each hourly
6 rate by the employee.

7 6. For at least one (1) year prior to the filing of this action and continuing to the
8 present, Defendant has not reimbursed Plaintiff and the Aggrieved Employees the cost and
9 maintenance of their personal cell phones, tools, and uniforms necessary to perform their job
10 duties during the relevant time period in violation of Labor Code § 2802.

11 7. Based on the allegations alleged above, from at least one (1) years prior to the
12 filing of this action continuing to the present, Defendant has failed to pay all wages due at the
13 time of termination or resignation to Plaintiff and the Aggrieved Employees.

14 8. Plaintiff, on behalf of himself and all Aggrieved Employees, brings this
15 representative action pursuant to Labor Code § 2699, *et seq.* seeking penalties for Defendant's
16 violation of California Labor Code §§ 203, 226(a), 226.7, 510, 512, 1194, 1197, 1199, and
17 2802.

18 II

19 JURISDICTION AND VENUE

20 9. This Court has subject matter jurisdiction over all causes of action asserted
21 herein pursuant to Article VI, § 10 of the California Constitution and California Code of Civil
22 Procedure § 410.10 by virtue of the fact that this is a civil action in which the matter in
23 controversy, exclusive of interest, exceeds \$25,000, and because each cause of action asserted
24 arises under the laws of the State of California or is subject to adjudication in the courts of the
25 State of California.

26 10. This Court has personal jurisdiction over Defendant because Defendant has
27 caused injuries in the County of Tulare and the State of California through their acts, and by
28 their violation of the California Labor Code, California state common law, and California

1 Business & Professions Code § 17200, *et seq.*

2 11. Venue as to each Defendant is proper in this judicial district, pursuant to Code of
3 Civil Procedure § 395. Defendant operates within California and does business within the
4 County of Tulare. The unlawful acts alleged herein have a direct effect on Plaintiff and all
5 Aggrieved Employees within the State of California and the County of Tulare.

6 12. This case should be classified as complex according to Rule 3.400 of the
7 California Rules of Court, and assigned to a complex litigation judge and department, as it will
8 involve substantial documentary evidence, a large number of witnesses, and is likely to involve
9 extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
10 and would require substantial post judgment judicial supervision.

11 III

12 PARTIES

13 A. PLAINTIFF

14 13. Plaintiff JAMES SHEPHERD is a resident of California.

15 14. Plaintiff and the Aggrieved Employees were regularly required to:

- 16 a. Work without being paid for all hours worked at the proper rate;
- 17 b. Work without being provided their meal periods;
- 18 c. Work without being provided their rest periods;
- 19 d. Work without Defendant maintaining accurate time records showing
20 when the employee begins and ends each work period, meal periods, and total daily hours
21 worked and work without being provided an accurate itemized wage statement that reflects all
22 deductions from payment of wages and accurately report total hours worked, including when the
23 employee begins and ends each work period, meal periods, and total daily hours worked, the
24 number of piece-rate units earned and any applicable piece rate if the employee is paid on a
25 piece-rate basis, and the applicable rates of pay by Plaintiff and Aggrieved Employees; and
- 26 e. Work without being reimbursed for expenses as a condition of
27 employment.

28 15. Defendant willfully failed to compensate Plaintiff and the Aggrieved Employees

1 for wages at the termination of their employment with Defendant.

2 16. Plaintiff, on behalf of himself and the Aggrieved Employees, brings this
3 representative action pursuant to Labor Code § 2699, *et seq.* seeking penalties for Defendant's
4 violation of California Labor Code §§ 203, 226(a), 226.7, 510, 512, 1194, 1197, 1199, and
5 2802.

6 **B. DEFENDANTS**

7 17. Defendant TULARE FIRESTONE, INC. is believed to be a California
8 corporation operating within the State of California. Defendant's corporate address is believed
9 to be 837 Industrial Avenue, Tulare, CA 93274. Upon information and belief, Defendant
10 employed Plaintiff and similarly situated persons as employees within California. Defendant
11 has done and does business throughout the State of California.

12 18. The true names and capacities, whether individual, corporate, associate, or
13 otherwise, of Defendants sued herein as DOES 1 to 50, inclusive, are currently unknown to
14 Plaintiff, who therefore sues Defendants by such fictitious names under Code of Civil Procedure
15 § 474. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants
16 designated herein as a DOE is legally responsible in some manner for the unlawful acts referred
17 to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names
18 and capacities of the Defendants designated hereinafter as DOES when such identities become
19 known.

20 19. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
21 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a
22 joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each
23 Defendant are legally attributable to the other Defendants. Furthermore, Defendants in all
24 respects acted as the employer and/or joint employer of Plaintiff and the Aggrieved Employees.

25 **IV**

26 **FACTUAL BACKGROUND**

27 20. Plaintiff and the Aggrieved Employees are, and at all times pertinent hereto, have
28 been classified as employees by Defendant.

1 21. Upon information and belief, Plaintiff and the Aggrieved Employees are covered
2 by California Industrial Welfare Commission Occupational Wage Order No. 4-2001 (Title 8
3 Cal. Code of Regs. § 11040).

4 22. On a regular and consistent basis, Plaintiff and the Aggrieved Employees were
5 not paid at the proper rate of compensation. Defendant issued commission pay to Plaintiff and
6 the Aggrieved Employees. However, Defendant failed to include any such commission pay in
7 the regular rate of pay in pay periods where Plaintiff and the Aggrieved Employees also worked
8 overtime. Also, Defendant had a policy of paying employees for “service calls” on a piece rate
9 basis without properly paying for all hours worked. In addition, Defendant failed to provide
10 paid rest periods when Plaintiff and the Aggrieved Employees were paid by piece rate. As a
11 result of Defendant’s unlawful policies, Plaintiff and the Aggrieved Employees were paid at a
12 regular rate less than the rate required under California law.

13 23. Plaintiff and the Aggrieved Employees have been forced by Defendant to work
14 over five (5) hours in one day without being provided a thirty (30) minute uninterrupted meal
15 break and not being compensated one (1) hour of pay at the regular rate of compensation for
16 each workday that a meal period was not provided or provided after five (5) hours, all in
17 violation of California labor laws, regulations, and Industrial Welfare Commission Wage
18 Orders. Additionally, Defendant failed to inform Plaintiff and the Aggrieved Employees of
19 their right to take meal periods by way of a lawful policy.

20 24. Plaintiff and the Aggrieved Employees have been required to work four-hour
21 increments (or major fractions thereof) without being provided with a ten (10) minute rest
22 period. Additionally, Defendant failed to inform Plaintiff and the Aggrieved Employees of their
23 right to take rest periods by way of a lawful policy.

24 25. Defendant has failed to provide accurate itemized wage statements in compliance
25 with Labor Code § 226(a) by failing to maintain time records showing when the employee
26 begins and ends each work period, meal periods, total daily hours worked by itemizing in wage
27 statements all deductions from payment of wages, accurately reporting total hours, the number
28 of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate

1 basis, and applicable rates of pay for Plaintiff and the Aggrieved Employees.

2 26. On a regular and consistent basis, Plaintiff and the Aggrieved Employees have
3 not been properly reimbursed expenses associated with the cost and maintenance of their
4 personal cell phones, tools, and uniforms necessary to perform their job duties as a condition of
5 employment.

6 27. Defendant willfully failed to pay wages and compensation, when Plaintiff and
7 Aggrieved Employees quit or were discharged. Defendant failed to pay the wages described
8 above at the time of termination or resignation. This failure was willful, without legal
9 justification, and interfered with Plaintiff's and the Aggrieved Employees' rights.

10 28. As a result of the acts alleged herein, Defendant violated Labor Code § 2699, *et*
11 *seq.*

12 **V**

13 **FIRST CAUSE OF ACTION**

14 **PENALTIES PURSUANT TO LABOR CODE § 2699, ET SEQ.**

15 29. Plaintiff incorporates each and every allegation set forth in all of the foregoing
16 paragraphs as if fully set forth herein.

17 30. Labor Code § 510(a) states that eight hours of labor constitutes a day's work and
18 any work in excess of eight hours in one workday and any work in excess of 40 hours in any
19 one workweek must be compensated at the rate of no less than one and one-half times the
20 regular rate of pay for an employee. Labor Code §§ 1194 and 1199 require an employer to pay
21 its employees the legal minimum wage and the legal overtime compensation applicable.
22 California law also requires that any compensation, including a bonus, must be included in the
23 regular rate of pay.

24 31. On a regular and consistent basis, Plaintiff and the Aggrieved Employees were
25 not paid at the proper rate of compensation. Defendant issued commission pay to Plaintiff and
26 the Aggrieved Employees. However, Defendant failed to include any such commission pay in
27 the regular rate of pay in pay periods where Plaintiff and the Aggrieved Employees also worked
28 overtime. Also, Defendant had a policy of paying employees for "service calls" on a piece rate

1 basis without properly paying for all hours worked. In addition, Defendant failed to provide
2 paid rest periods when Plaintiff and the Aggrieved Employees were paid by piece rate. As a
3 result of Defendant's unlawful policies, Plaintiff and the Aggrieved Employees were paid at a
4 regular rate less than the rate required under California law.

5 32. Labor Code §§ 226.7 and 512 require an employer to pay an additional hour of
6 compensation for each meal period the employer fails to provide. Employees are entitled to a
7 first meal period of at least thirty (30) minutes for shifts over five (5) hours, to be provided
8 within the first five (5) hours of the shift. Defendant failed to maintain a policy informing
9 Plaintiff and the Aggrieved Employees of these rights. Plaintiff and the Aggrieved Employees
10 consistently worked shifts over five (5) hours. Defendant failed to provide Plaintiff and the
11 Aggrieved Employees with proper meal periods as required by the Labor Code during the
12 relevant time period. When Defendant provided these meal periods, they were often less than
13 thirty (30) minutes in length.

14 33. Labor Code § 226.7 require an employer to pay an additional hour (1) of
15 compensation for each rest period the employer fails to provide. Employees are entitled to a
16 paid ten (10) minute rest break for every four (4) hours worked (or major fraction thereof).
17 Defendant failed to maintain a policy informing Plaintiff and the Aggrieved Employees of this
18 right. Plaintiff and the Aggrieved Employees consistently worked shifts with no rest breaks or
19 with only some of their required rest breaks during the relevant time period.

20 34. Labor Code § 226(a) requires employers to itemize in wage statements all
21 deductions from payment of wages, the appropriate rates of pay, and to accurately report total
22 hours worked by Plaintiff and the Aggrieved Employees.

23 35. Labor Code § 226(a)(2) requires that the itemized wage statement properly state
24 the total hours worked by the employee. Plaintiff and the Aggrieved Employees are issued
25 wage statements that do not state the total hours worked during the pay period.

26 36. Labor Code § 226(a)(3) requires that the itemized wage state properly state the
27 number of piece-rate units earned and any applicable piece rate if the employee is paid on a
28 piece-rate basis. Plaintiff and the Aggrieved Employees are issued wage statements that do not

1 include the number of piece-rate units earned and the applicable piece rate.

2 37. Labor Code § 226(a)(9) requires that every employer shall semimonthly or at the
3 time of each payment of wages, furnish each of his or her employees, an accurate itemized
4 statement in writing showing all applicable hourly rates in effect during the pay period and the
5 corresponding number of hours worked at each hourly rate by the employee. Plaintiff and the
6 Aggrieved Employees are issued wage statements that do not include all applicable hourly rates
7 in effect during the pay period and the corresponding number of hours worked at each hourly
8 rate by the employee.

9 38. Labor Code § 2802 requires employers to indemnify employees for all necessary
10 expenditures incurred by employees in the discharge of their duties. Defendant has failed to
11 reimburse Plaintiff and the Aggrieved Employees the cost and maintenance of their personal cell
12 phones, tools, and uniforms necessary to perform their job duties during the relevant time
13 period.

14 39. Defendant's failure to pay wages, as alleged above was willful in that Defendant
15 knew wages to be due but failed to pay them, thus entitling Plaintiff and the Aggrieved
16 Employees to penalties under Labor Code § 203, which provides that an employee's wages shall
17 continue as a penalty until paid for a period of up to thirty (30) days from the time they were
18 due. Defendant has failed to pay Plaintiff and others a sum certain at the time of termination or
19 within seventy-two (72) hours of their resignation and have failed to pay those sums for thirty
20 (30) days thereafter in violation of Labor Code § 203.

21 40. As a result of the acts alleged above, Plaintiff seeks penalties under Labor Code
22 § 2699, *et seq.* because of Defendant's violation of Labor Code §§ 203, 226(a), 226.7, 510, 512,
23 1194, 1197, 1199, and 2802, which call for civil penalties.

24 41. For each such violation, Plaintiff and all other Aggrieved Employees are entitled
25 to penalties in an amount to be shown at the time of trial subject to the following formula:

- 26 a. \$100 for the initial violation per employee per pay period; and
27 b. \$200 for each subsequent violation per employee per pay period.

28 42. These penalties will be allocated 75% to the Labor Workforce Development

1 Agency and 25% to the affected employees.

2 43. On March 11, 2021, in compliance with Labor Code § 2699.3(a)(1), Plaintiff
3 gave written notice by online filing to the LWDA, setting forth the facts and theories of the
4 violations alleged against Defendant (“Notice Letter”, see Exhibit “1”) and paid the filing fee.
5 Plaintiff also mailed notice to Defendant by certified mail, return receipt requested, to the
6 address listed on the California Secretary of State’s website as the entity address for TULARE
7 FIRESTONE, INC., which is 837 Industrial Avenue, Tulare, CA 93274. (See Exhibit “2”).

8 44. Pursuant to Labor Code § 2699.3(a)(2)(A), no notice was received by Plaintiff
9 from the LWDA evidencing its intention to investigate within sixty-five (65) calendar days of
10 March 11, 2021. Therefore, Plaintiff is entitled to commence a civil action as though the
11 LWDA has chosen not to investigate. Plaintiff will also provide the LWDA with a filed-
12 stamped copy of the First Amended Representative Action Complaint immediately.

13
14 **RELIEF REQUESTED**

15 **WHEREFORE**, Plaintiff prays for the following relief:

- 16 1. For penalties and other relief pursuant to Labor Code § 2699, *et seq.*;
- 17 2. An award of prejudgment and post judgment interest;
- 18 3. An award providing for payment of costs of suit;
- 19 4. An award of attorney’s fees; and
- 20 5. Such other and further relief as this Court may deem proper and just.

21
22 **DEMAND FOR JURY TRIAL**

23 Plaintiff hereby demands a trial of his claims by jury to the extent authorized by law.

24 DATED: May 3, 2023

KINGSLEY & KINGSLEY, APC

25
26 By: 
27 DARREN M. COHEN
28 *Attorneys for Plaintiff*

EXHIBIT 1

From: noreply@salesforce.com on behalf of [LWDA DO NOT REPLY](#)
To: [Service Email](#)
Subject: Thank you for submission of your PAGA Case.
Date: Thursday, March 11, 2021 3:20:14 PM

3/11/2021

LWDA Case No. LWDA-CM-825206-21
Law Firm : Kingsley & Kingsley APC
Plaintiff Name : JAMES SHEPHERD
Employer: TULARE FIRESTONE, INC
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

KINGSLEY & KINGSLEY

| L A W Y E R S |

March 11, 2021

PAGAfilings@dir.ca.gov
<https://dir.tfaforms.net/308>

LABOR & WORKFORCE DEVELOPMENT AGENCY
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

TULARE FIRESTONE, INC.
837 Industrial Avenue
Tulare, CA 93274
Certified Mailing: # 7019 2970 0001 4016 6940

Re: JAMES SHEPHERD V. TULARE FIRESTONE, INC.
California Labor Code § 2699 Penalties

Gentlepersons:

This office represents James Shepherd (“Plaintiff”) for the violations of California Labor Code §§ 203, 226(a), 226.7, 510, 512, 1194, 1197, 1199, and 2802. The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698, *et seq.* We herein set forth the facts and theories of California Labor Code violations, which we allege Tulare Firestone, Inc. (“Defendant”) engaged in with respect to our client and all of their California employees.

Specifically, Defendant has violated Labor Code §§ 510, 1194, 1197, and 1199. These statutes require an employer to compensate its employees at the minimum wage rate for all hours worked and at a rate of no less than one and one-half times the regular rate of pay for any work in excess of eight (8) hours in one workday and any work in excess of forty (40) hours in any one workweek. On a regular and consistent basis, Defendant has had a consistent policy of failing to pay wages and/or overtime to Plaintiff and the aggrieved employees for all hours worked. Defendant issued commission pay to Plaintiff and the aggrieved employees. However, Defendant failed to include any such commission pay in Plaintiff’s and the aggrieved employees’ regular rate of pay in pay periods where they also worked overtime. Defendant also had a policy of paying employees for “service calls” on piece rate basis without properly paying for all hours worked. Further, when Plaintiff and the aggrieved employees were paid by piece rate, Defendant failed to compensate them for their rest periods. This resulted in underpayment of wages and/or overtime. As such, Plaintiff and the aggrieved employees were paid at a regular rate less than the rate required under California law.

Defendant has violated Labor Code § 512. Labor Code § 512 states that an employer may not employ an employee for a work period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes. Additionally, an employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second meal period of not less than thirty (30) minutes. Pursuant to Labor Code § 226.7(c), if an employer fails to provide an employee with a lawful meal period, the employer must pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that a thirty-minute uninterrupted meal period was not provided, was not provided in full, or was not provided in a timely manner.

Defendant failed to apprise Plaintiff and the aggrieved employees of their rights associated with meal periods and failed to provide compliant meal periods. Defendant required Plaintiff and the aggrieved employees to work shifts without providing them with meal periods. When employees were required to work through meal periods, Defendant failed to pay such employees one hour of pay at their regular rate of compensation.

Further, pursuant to Labor Code § 226.7 and Wage Order 4-2001, Defendant failed to provide Plaintiff and the aggrieved employees with rest breaks of not less than ten (10) minutes per four (4) hour work period, or major fraction thereof. Defendant failed to provide Plaintiff and the aggrieved employees with these rest periods and failed to inform them of their right to rest periods. In addition, as explained above, as a result of Defendant's common policy of paying Plaintiff and the aggrieved employees by "piece rate," Plaintiff and the aggrieved employees were not compensated for their rest periods. Further, Plaintiff and the aggrieved employees were not compensated with one (1) hour of wages for each missed rest period as required by Labor Code § 226.7.

Defendant engaged in a practice of failing to provide accurate itemized wage statements in violation of Labor Code § 226(a), which requires that every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, an accurate itemized statement in writing showing all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

Specifically, Labor Code § 226(a)(2) requires that the itemized wage statement properly state the total hours worked by the employee. Plaintiff and the aggrieved employees are issued wage statements that do not state the total hours worked during the pay period. Labor Code § 226(a)(3) requires that the itemized wage state properly state the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis. Plaintiff and the aggrieved employees are issued wage statements that do not include the number of piece-rate units earned and the applicable piece rate. Labor Code § 226(a)(9) requires that the itemized wage statement properly state all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Plaintiff and the aggrieved employees are issued wage statements that do not include the applicable regular rate, overtime rate, and double time rates. In addition, Plaintiff and the aggrieved employees are issued wage statements that do not include the correct number of hours worked at each applicable hourly rate and do not include meal/rest period

LABOR & WORKFORCE DEVELOPMENT AGENCY

TULARE FIRESTONE, INC.

California Labor Code § 2699 Penalties

March 11, 2021

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premiums. Thus, Defendant has violated Labor Code § 226(a) with respect to Plaintiff and the aggrieved employees.

In addition, Labor Code § 2802 and Wage Order 4-2001 require employers to indemnify employees for all necessary expenditures incurred by employees in the discharge of their duties. Defendant has failed to properly reimburse Plaintiff and aggrieved employees the cost of using and maintaining their own personal cell phones, tools, and uniforms. These expenses were incurred as a necessary part of the performance of Plaintiff's and the aggrieved employees' job duties. As such, Defendant violated Labor Code § 2802.

Lastly, Defendant failed to pay Plaintiff and the aggrieved employees all wages at the time of termination or within seventy-two (72) hours of their resignation and have failed to pay those sums for thirty (30) days thereafter.

Defendant's failure to provide wages and/or overtime, failure to provide meal and rest periods, failure to provide compliant itemized wage statements, failure to reimburse expenses, and failure to pay all wages upon termination/resignation were all done on a regular and consistent basis.

We are constrained to move forward with the filing of this complaint alleging causes of action pursuant to Labor Code §§ 203, 226(a), 226.7, 510, 512, 1194, 1197, 1199, and 2802, with or without the PAGA claim. Thus, any action by the LWDA would not resolve the entirety of the case, and the interest of judicial economy will be served by allowing the case to proceed as a cohesive whole.

Very truly yours,

KINGSLEY & KINGSLEY, APC

By: 
DARREN M. COHEN

DMC/mt

LWDA Filed Electronic Submission via <https://dir.tfaforms.net/308>
VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED
TULARE FIRESTONE, INC. # 7019 2970 0001 4016 6940

EXHIBIT 2

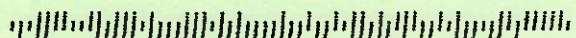
9590 9402 6094 0125 0617 94
SANTA ANA, CA 913
15 MAR 2011 PM 5 L

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United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

KINGSLEY & KINGSLEY
A PROFESSIONAL CORPORATION
CITY NATIONAL BANK BUILDING
16133 VENTURA BOULEVARD, SUITE 1200
ENCINO, CALIFORNIA 91436



SENDER: COMPLETE THIS SECTION

- 1 Complete items 1, 2, and 3.
- 2 Print your name and address on the reverse so that we can return the card to you.
- 3 Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

ULARE FIRESTONE, INC.
 17 Industrial Avenue
 Ulare, CA 93274



9590 9402 6094 0125 0617 94

Article Number (Transfer from service label)

19 2970 0001 4016 6940

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *L P R I O T*

- ☐ Agent
- ☐ Addressee

B. Received by (Printed Name)

C-19

C. Date of Delivery

3/15/24

D. Is delivery address different from item 1? If YES, enter delivery address below:

- ☒ Yes
- ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☒ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery