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SUPERIOR COURT OF THE STATE OF CALIFORNIA**FOR THE COUNTY OF LOS ANGELES**

CHRISTINA FRANCO,

Plaintiff,

vs.

GENUINE PARTS COMPANY and DOES
 1 to 25, inclusive,

Defendants.

) CASE NO.: **21STCV43234**

) **COMPLAINT FOR DAMAGES FOR:**

) **1) PRIVATE ATTORNEYS GENERAL**
) **ACT ("PAGA");**

COMES NOW Plaintiff, CHRISTINA FRANCO (hereinafter "Plaintiff"), and alleges
 as follows:

PARTIES, JURISDICTION, and VENUE

1. Jurisdiction and Venue are proper in this Court and this action is properly filed in the
 County of Los Angeles in this judicial district because Defendants GENUINE PARTS
 COMPANY and DOES 1 to 25, inclusive, (hereinafter collectively known as "Defendants"),
 do business in the County of Los Angeles, and because Defendants' obligations and liabilities

1 arise therein, and because the work that was performed by Plaintiff in the County of Los
2 Angeles is the subject of this action. Moreover, Plaintiff's damages sought herein exceed
3 \$25,000.

4 2. Plaintiff is a female resident of the County of Los Angeles, State of California.

5 3. Plaintiff is informed and believes that at all times herein mentioned, Defendant
6 GENUINE PARTS COMPANY (hereinafter "GPC") is a Georgia corporation, doing business
7 in the County of Los Angeles, State of California and which employs Plaintiff.
8

9 4. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, or
10 associate of those defendants fictitiously sued as DOES 1 to 25, inclusive, and so Plaintiff sues
11 them by these fictitious names. Plaintiff is informed and believes that each of the DOE
12 defendants, numbers 1 to 25, reside in the State of California and are in some manner
13 responsible for the conduct alleged herein. Upon discovering the true names and capacities of
14 these fictitiously named defendants, Plaintiff will amend this complaint to show the true names
15 and capacities of these fictitiously named defendants.
16

17 5. Unless otherwise alleged in this complaint, Plaintiff is informed, and on the basis of
18 that information and belief, alleges that at all times herein mentioned, each of the remaining
19 codefendants, in doing the things hereinafter alleged, were acting within the course, scope, and
20 under the authority of their agency, employment, or representative capacity, with the consent
21 of his/her codefendants.
22

23 **GENERAL ALLEGATIONS**

24 6. Plaintiff started working for GPC approximately three years ago and is still currently
25 employed at GPC.

26 7. Plaintiff's latest position is that of Assistant Manager. Plaintiff is classified as an
27 hourly, non-exempt employee and her latest rate of pay is \$19.35 per hour.

28 8. It is Plaintiff's position that GPC has committed numerous labor code violations against

1 Plaintiff and other hourly, non-exempt employees who worked for GPC at any of their
2 locations in California during the PAGA period.

3 9. GPC did not provide Plaintiff and other similarly situated aggrieved employees with the
4 minimum wages to which they were entitled for all work performed and did not compensate
5 her and others for all hours worked pursuant to California Labor Code sections 1194, 1197 and
6 1197.1. Plaintiff and others were not paid for all hours worked and consistently worked “off
7 the clock”. This is so because Plaintiff and others would have to work during and through their
8 meal periods. Since Plaintiff and others were not compensated for this time, it would be
9 considered “off the clock” work and a minimum wage violation. Moreover, GPC had a policy
10 of rounding down hours worked and adjusting hours worked by employees, which led to time
11 shaving and resulted in Plaintiff and others not receiving wages for all hours worked. In
12 addition, Plaintiff has knowledge of employee signatures being forged on timecards and
13 believes that management would also adjust hours especially for meal break violations. The
14 latter resulted in employees such as Plaintiff not being paid for all hours worked. Furthermore,
15 there were numerous occasions wherein Plaintiff would be stuck working prior to being able to
16 clock in and working after clocking out. Management was unequivocally aware of the latter.

17 10. Due to the above “off the clock” violations, GPC violated Labor Code §510 because it
18 failed to pay Plaintiff and other similarly situated aggrieved employees overtime, even though
19 they worked more than 8 hours per day, 12 hours per day, and/or 40 hours per week throughout
20 their employment. Plaintiff’s and others’ actual work hours, which included the “off the clock”
21 work as described above, entitled them to overtime, however, Plaintiff and others were not
22 properly compensated for their overtime hours. In addition, GPC did not properly include bonus
23 payments in calculating the regular rate of pay for purposes of then calculating the overtime rate
24 of pay. Moreover, it was common practice for management to adjust hours if employees such as
25 Plaintiff and others worked overtime hours. The latter was a mechanism the company used to
26 save on labor costs since they did not want to pay overtime compensation.

27 11. GPC violated Labor Code § 226.7 along with the applicable Industrial Welfare
28

1 Commission Wage Order (Wage Order no. 4/7) because it failed to provide Plaintiff and other
2 similarly situated aggrieved employees 10-minute rest periods for every four hours of work, or
3 majority portion thereof, throughout their employment. GPC did not completely relieve Plaintiff
4 of all duty during said rest periods. GPC did not pay to Plaintiff one additional hour of pay at
5 Plaintiff's regular rate of compensation for each workday that one or more statutory rest periods
6 was not provided. Rest breaks were not authorized or enforced at the workplace. In fact, it was
7 not part of GPC's culture for employees such as Plaintiff and others to take 10-minute rest breaks
8 every day wherein they are relieved of all work duties. Plaintiff and others were not able to take
9 the statutory rest periods due to the workload and being understaffed. Plaintiff and others never
10 took ten-minute rest breaks as it simply was not part of the company culture and not part of the
11 company policy. It was understood that employees were not to take ten-minute, uninterrupted
12 rest periods.

13 12. GPC also violated Labor Code §§ 512 and 226.7 along with the applicable Industrial
14 Welfare Commission Wage Order (Wage Order no. 4/7) because it failed to provide Plaintiff
15 and other similarly situated aggrieved employees the requisite 30-minute, uninterrupted meal
16 periods for every five (5) hours of work throughout their employment, and Plaintiff did not
17 validly waive said meal periods. GPC did not completely relieve Plaintiff of all duties during
18 said meal periods. GPC did not pay to Plaintiff one additional hour of pay at Plaintiff's regular
19 rate of compensation for each workday that one or more statutory meal periods was not provided.
20 If GPC had Plaintiff sign a meal period waiver, it would not be valid and enforceable since
21 Plaintiff and others generally worked more than a 6-hour shift. If GPC had Plaintiff sign an on-
22 duty meal period agreement wherein Plaintiff agreed to work through her meal period, it would
23 also be invalid and unenforceable because the nature of Plaintiff's job does not prevent her from
24 taking a meal period and GPC could have hired additional employees to serve as "breakers". As
25 such, Plaintiff and others did not receive statutory, timely meal periods during their employment.
26 As alluded to above, Plaintiff would work through her lunch and simply did not always receive
27 a 30-minute, uninterrupted meal period before the 5th hour worked. In addition, Plaintiff's and
28

1 others' meal periods were often due to being short-staffed. As was the case with rest periods,
2 meal breaks were definitively not part of the GPC's culture. The meal periods were not
3 authorized and were not enforced.

4 13. Furthermore, GPC violated the applicable Industrial Welfare Commission Wage Order
5 (Wage Order 4/7-2001, Section 14(b)) in that there was no proper suitable seating/break area for
6 employees.

7 14. Furthermore, during the relevant time period and due to the above violations, GPC failed
8 to pay Plaintiff and other similarly situated aggrieved employees all wages due to them within
9 any time period specified by California Labor Code section 204, including the minimum wages
10 and overtime as described above as well as meal/rest break premiums.

11 15. GPC was also in violation of California Labor Code section 226(a) by failing to include
12 pertinent information on the wage statements, including but not limited to, all hours worked,
13 gross wages earned, net wages earned, all deductions, premium payments for meal and rest
14 breaks, the correct legal name and address of the employer, the beginning and end of the pay
15 period, all applicable hourly rates, all deductions, and all identifying employee information,
16 among other items. As such, GPC did not provide Plaintiff and other similarly situated aggrieved
17 employees with complete, accurate itemized wage statements.

18 16. GPC violated Labor Code § 203 because it willfully failed to pay other similarly situated
19 aggrieved employees earned and due wages upon separation of employment, either immediately
20 upon involuntary termination, or within 72 hours of resignation. These earned but unpaid wages
21 include compensation for all hours worked including minimum wages and overtime
22 compensation, business expense reimbursement, and premiums for the missed meal and rest
23 breaks.

24 17. During the relevant time period, GPC also failed to keep accurate and complete payroll
25 records showing the actual hours worked per day (including the time for meal periods) and the
26 wages paid to Plaintiff and other aggrieved employees pursuant to California Labor Code
27 sections 1174(d).
28

1 18. Moreover, Plaintiff and other aggrieved employees incurred necessary, business-related
2 expenses and costs that were not reimbursed by GPC. These costs include, but are not limited to,
3 use of personal cell phones for work purposes in that Plaintiff would use her personal cell phone
4 to contact customers and to correspond regarding work-related issues. Accordingly, GPC was in
5 violation of California Labor Code sections 2800 and 2802.

6 **FIRST CAUSE OF ACTION**

7 **PRIVATE ATTORNEYS GENERAL ACT**

8 **Individual and Representative Claim for PAGA penalties under California Labor Code**
9 **sections 201, 202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5,**
10 **1194, 1197, 1198, 2802, and the applicable Industrial Welfare Commission Wage Order**
11 **Nos. 4-2001/7-2001**

12 **(Plaintiff Against All Named Defendants and all DOE Defendants)**

13 19. Plaintiff re-alleges and incorporates by reference each and every allegation in
14 paragraphs 1 through 18, inclusive, of this Complaint as though fully set forth herein.

15 20. Pursuant to law, Plaintiff provided the required written notice to the LWDA and
16 Defendants of the specific violations of the California Labor Code that Defendants
17 and DOE defendants have violated and continue to violate.

18 21. Pursuant to California Labor code section 2699.3, no response was received from the
19 LWDA within 65 days of the postmark date of the above-alleged letter.

20 22. Plaintiff therefore has exhausted all administrative remedies required of her under
21 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
22 cause of action and pursue penalties in a representative action for Defendants' violations of the
23 Labor Code.

24 23. Pursuant to California Labor Code section 2699, any provisions of the Labor Code
25 that provides for a civil penalty to be assessed and collected by the LWDA or any of its
26 departments, divisions, commissions, boards, agencies, or employees for violation of the code
27 may, as an alternative, be recovered through a civil action brought by an aggrieved employee
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1 on behalf of himself or herself and other current or former employees pursuant to the
2 procedures specified in California Labor Code section 2699.3.

3 24. Plaintiff is an “aggrieved employee” because Plaintiff was employed by the alleged
4 violator and had one or more of the alleged violations committed against her, and therefore is
5 properly suited to represent the interests of other current and former hourly, non-exempt
6 employees who worked for GPC in the State of California at any and all locations during
7 the PAGA period.

8 25. Based on the acts alleged above, Plaintiff, on behalf of herself and others, seeks
9 penalties under California Labor Code sections 2698 and 2699 because of Defendants’
10 violations of numerous provisions of the California Labor Code as alleged in this Complaint.

11 26. Plaintiff therefore has exhausted all administrative remedies required of her under
12 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
13 cause of action and pursue penalties in a representative action for Defendants’ violations of the
14 Labor Code.

15 27. California Labor Code section 2699 et seq. imposes penalties upon culpable
16 Defendants for violating the Labor Code.

17 28. California Labor Code section 558 establishes a civil penalty as follows: Any
18 employer or other person action on behalf of an employer who violates, or causes to be
19 violated, a section of this chapter or any provision regulating hours and days of work in any
20 order of the Industrial Welfare Commission (including the “Hours and Days of Work” section
21 of the Wage Order) shall be subject to a civil penalty of (1) for any initial violation, fifty
22 dollars (\$50) for each underpaid employee for each pay period for which the employee was
23 underpaid ...; (2) for each subsequent violation, one hundred dollars (\$100) for each underpaid
24 employee for each pay period for which the employee was underpaid ...;

25 29. Plaintiff seeks penalties for Defendants’ misconduct as alleged herein as permitted by
26 law, but only those penalties that are required to be shared with the LWDA as Plaintiff is not
27 seeking individual/victim specific relief or underpaid wages under this particular cause of
28

1 action.

2 30. Specifically, Plaintiff seeks penalties under California Labor Code section 2699, for
3 the following:

4 Violations of California Labor Code sections 201, 202, 203, 204 and/or 204b, 210,
5 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1198, 2802, via 2698 and 2699
6 any other Labor Codes and Wage Orders (including no. 4/7) violated on the facts alleged in
7 this Complaint.

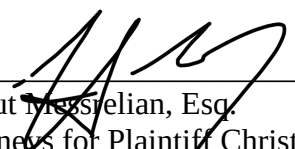
8 31. Pursuant to Labor Code section 2698 et seq., Plaintiff seeks to recover attorney's fees,
9 costs, and civil penalties on behalf of Plaintiff and other current and former aggrieved
10 employees as alleged herein in an amount to be shown according to proof at trial and within the
11 jurisdictional limits of this Court.

12 WHEREFORE, Plaintiff prays for Judgment against Defendants and each of them, as
13 follows:

- 14 1. For the imposition of civil penalties;
- 15 2. For maximum civil penalties available under Labor Code Section 2699
16 against Defendants in a manner and amount authorized by that statute, as described
17 more particularly in the Complaint and representative PAGA claims;
- 18 3. For all costs and disbursements incurred in this suit;
- 19 4. Reasonable attorney's fees where available by law, including but not limited to,
20 pursuant to the California Labor Code, including section 2698 et seq., and/or other
21 applicable laws; and
- 22 5. For such other and further relief as this Court may deem proper.
- 23

24 DATED: November 23, 2021

MESSRELIAN LAW INC.

25
26 By  _____
27 Harout Messrelian, Esq.
28 Attorneys for Plaintiff Christina Franco