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ELECTRONICALLY FILED
Superior Court of California
County of Alameda
03/08/2022

Chad Finke, Executive Officer / Clerk of the Court
By: X. Bowie Deputy

Attorneys for PLAINTIFF SOPHIA SIMON, individually, and on behalf of all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA,
IN AND FOR THE COUNTY OF ALAMEDA**

SOPHIA SIMON, an individual,
individually, on behalf of the general
public, and all others similarly situated,

PLAINTIFF,

v.

PICK-N-PULL AUTO DISMANTLERS,
PASADENA, INC., a Texas corporation;
SCHNITZER STEEL INDUSTRIES, INC.,
an Oregon corporation; and DOES 1 through
100, inclusive,

DEFENDANTS.

[Assigned for All Purposes to the Hon.

Evelio Grillo, Department 21]

Case No: 22CV006441

FIRST AMENDED CLASS ACTION

COMPLAINT

- 1. FAILURE TO PAY MEAL AND REST PERIOD COMPENSATION (CAL. LAB. CODE §§ 226.7, 512);**
- 2. WAITING TIME PENALTIES (CAL. LAB. CODE § 203);**
- 3. FAILURE TO PAY ALL WAGES BY THE APPROPRIATE PAY PERIOD (CAL. LAB. CODE § 204);**
- 4. FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS (CAL. LAB. CODE § 226, IWC Wage Order);**
- 5. VIOLATION OF LABOR CODE SECTION 233;**
- 6. UNFAIR BUSINESS PRACTICES (CALIFORNIA BUSINESS AND**

PROFESSIONS CODE § 17200, ET
SEQ.); AND

7. CIVIL PENALTIES UNDER PRIVATE
ATTORNEYS GENERAL ACT (CAL
LAB. CODE § 2699 *ET SEQ.*).

DEMAND FOR JURY TRIAL

PLAINTIFF SOPHIA SIMON (“PLAINTIFF” or “SIMON”) individually, and on behalf of herself, all others similarly situated, and the general public, complains and alleges on information and belief the following against PICK-N-PULL AUTO DISMANTLERS, LLC (hereinafter “PICK-N-PULL”), a California limited liability company, SCHNITZER STEEL INDUSTRIES, INC. (“SCHNITZER STEEL”), an Oregon corporation, and DOES 1 through 100, inclusive, (collectively, “DEFENDANTS”):

INTRODUCTION

1. This is a class action lawsuit being brought on behalf of all non-exempt employees who work(ed) for DEFENDANTS in California. PLAINTIFF and members of the PLAINTIFF CLASS (defined below) work(ed) as retail employees at DEFENDANTS’ various locations in California. PLAINTIFF and members of the PLAINTIFF CLASS have been subjected to numerous wage and hour violations which are the result of systemic policies and procedures implemented by DEFENDANTS.

2. DEFENDANTS’ actions give rise to violations of state wage and hour laws, including laws mandating the payment of wages. Through this lawsuit, PLAINTIFF, and others similarly situated, seek to recover all wages which they and other employees of DEFENDANTS rightfully earned but have been denied, as well as any penalties associated with DEFENDANTS’ rampant and willful violations of the law, interest on the unpaid wage amounts, and attorneys’ fees.

JURISDICTION AND VENUE

3. The Court has personal jurisdiction over DEFENDANTS because they are residents and/or doing The Court has personal jurisdiction over DEFENDANTS because they are residents and/or doing business in the state of California.

1 4. Venue is proper in this Court in accordance with Section 395(a) of the California
2 Code of Civil Procedure because DEFENDANTS, or some of them, reside and/or are doing
3 business in Alameda County. Moreover, DEFENDANTS employed PLAINTIFF and others
4 similarly situated in Alameda County and the harms occurred in Alameda County.

5 PARTIES

6 5. PLAINTIFF SOPHIA SIMON, throughout her employment with DEFENDANTS,
7 was a resident of Union City, California.

8 6. PLAINTIFF is now substituting doe 1 for DEFENDANT PICK-N-PULL AUTO
9 DISMANTLERS, LLC, as she has now ascertained the true identity of Doe 1.

10 7. PLAINTIFF is informed and believes and based thereon alleges that DEFENDANT
11 PICK-N-PULL AUTO DISMANTLERS, LLC is a limited liability company which, at all times
12 relevant herein, employed California persons in or near the City of Newark, County of Alameda
13 State of California.

14 8. PLAINTIFF is informed and believes and based thereon alleges that defendant
15 SCHNITZER STEEL INDUSTRIES, INC. is a corporation which, at all times relevant herein,
16 employed California persons in or near the City of Newark, County of Alameda State of California.

17 9. Section 2 of the applicable Industrial Wage Commission (“IWC”) Order No. 7-
18 2001, which governs persons employed in the mercantile industries, defines an “employer” as any
19 “any person as defined in Section 18 of the Labor Code, who directly or indirectly, or through an
20 agent or any other person, employs or exercises control over the wages, hours, or working
21 conditions of any person.” PLAINTIFF, and others similarly situated including the PLAINTIFF
22 CLASS (defined below), are informed and believe and on this basis allege that DEFENDANTS
23 employ or exercise control over the wages, hours or working conditions of PLAINTIFF and the
24 rest of the PLAINTIFF CLASS as defined below.

25 10. PLAINTIFF is informed and believes and based thereon alleges that she was
26 employed by DEFENDANTS from on or about December 14, 2020, through, and including, March
27 27, 2021.

28 11. Whenever in this Complaint reference is made to DEFENDANTS, such allegations

1 shall be deemed to mean the acts of all defendants acting individually, jointly, and/or severally.

2 12. PLAINTIFF is informed and believes, and on that basis alleges, that PICK-N-PULL
3 AUTO DISMANTLERS, LLC, SCHNITZER STEEL INDUSTRIES, INC., and DOES 2 through
4 100 constitute an integrated enterprise based on their interrelation of operations, common
5 management, centralized control of labor relations, common ownership, and financial control.
6 Specifically, PLAINTIFF is informed and believes and thereon alleges that: each of the
7 DEFENDANTS operate according to uniform policies and procedures for controlling the work of
8 PLAINTIFF and the PLAINTIFF CLASS (described below); DEFENDANTS operate as an
9 interrelated operation; DEFENDANTS are operated by a small group of shared officers and
10 directors; and each of the DEFENDANTS share and control the management of the premises where
11 PLAINTIFF and members of the PLAINTIFF CLASS work. Thus, adherence to the fiction of the
12 separate existence of each defendant here would permit abuse, sanction, fraud and promote
13 injustice.

14 13. The true names and capacities of defendants named herein as DOES 1-100,
15 inclusive, whether individual, corporate, associate, or otherwise, are unknown to PLAINTIFF, who
16 therefore sue these defendants by such fictitious names. PLAINTIFF will amend this Complaint to
17 show true names and capacities of these defendants when they are ascertained.

18 14. At all times mentioned herein, DEFENDANTS, and each of them, were the agents,
19 representatives, employees, successors, assigns, parents, subsidiaries, and/or affiliates, each of the
20 other, and at all times pertinent hereto were acting within the course and scope of their authority as
21 such agents, representatives, employees, successors, assigns, parents, subsidiaries and/or affiliates.
22 PLAINTIFF also alleges that DEFENDANTS were, at all times relevant hereto, the alter egos of
23 each other. Wherever reference is made to DEFENDANTS herein, it is intended to include all of
24 the named DEFENDANTS as well as the DOE defendants. Each of the fictitiously named DOE
25 defendants is responsible for the occurrences herein alleged and proximately caused PLAINTIFF
26 damages as well as damages of members of the PLAINTIFF CLASS (described below).

27 **CLASS ACTION ALLEGATIONS**

28 15. PLAINTIFF brings this action on behalf of herself and all others similarly situated

1 as a class action pursuant to California Code of Civil Procedure section 382. The class that
2 PLAINTIFF seeks to represent (“PLAINTIFF CLASS”) is composed and defined as follows: **All**
3 **California persons who are or have been non-exempt employees of DEFENDANTS since four**
4 **(4) years prior to the filing of the initial Complaint until the entry of final judgment in this**
5 **action (the “ CLASS PERIOD”).**

6 16. There exists a well-defined community of interests among the PLAINTIFF CLASS
7 with respect to the claims asserted herein, and the PLAINTIFF CLASS is readily ascertainable for
8 the following reasons:

9 a. Numerosity and Ascertainability: The members of the class are so numerous that
10 joinder of all members would be unfeasible and not practicable. While PLAINTIFF does not know
11 the exact number and identity of all Class members, PLAINTIFF alleges, on information and belief,
12 that the members of the PLAINTIFF CLASS exceed one hundred (100) persons. PLAINTIFF
13 alleges, on information and belief, that the identity of such membership is readily ascertainable via
14 inspection of the personnel records and other documents maintained by DEFENDANTS;

15 b. Typicality: The claims of PLAINTIFF pled as class action claims are typical of the
16 claims of all members of the class as they arise out of the same course of conduct and are predicated
17 on the same violation(s) of the law. PLAINTIFF and all members of the PLAINTIFF CLASS
18 sustained injuries and damages arising out of DEFENDANTS’ common course of conduct in
19 violation of laws as complained of herein.

20 c. Commonality: Common issues of fact and law predominate in this action over any
21 allegedly individual issues. The claims of PLAINTIFF and the PLAINTIFF CLASS members arise
22 from the same events or patterns or practices and are based on the same legal theories. Specially,
23 the following issues of fact and law, without limitation, predominate and make this action superior
24 to individual actions:

25 i. Whether DEFENDANTS failed to pay the required rest break premium to
26 PLAINTIFF and members of the PLAINTIFF CLASS for all missed rest breaks.

27 ii. Whether DEFENDANTS denied PLAINTIFF and members of the
28 PLAINTIFF CLASS all of the wages to which they are entitled pursuant to the California Labor

1 Code, California IWC Wage Orders, and all other applicable employment laws and regulations;

2 iii. Whether DEFENDANTS owe PLAINTIFF and members of the
3 PLAINTIFF CLASS waiting time penalties pursuant to California Labor Code section 203;

4 iv. Whether DEFENDANTS violated California Labor Code section 204 by
5 failing to pay all wages earned in a timely manner;

6 v. Whether DEFENDANTS have failed to properly provide accurate itemized
7 wage statements as well as keep accurate records as required by California Labor Code section 226
8 and the applicable Industrial Welfare Commission's ("IWC") Wage Order;

9 vi. Whether DEFENDANTS paid all due and owing sick pay

10 vii. Whether DEFENDANTS engaged in unfair business practices under section
11 17200, *et. seq* of the California Business and Professions Code;

12 viii. Whether DEFENDANTS denied PLAINTIFF and members of the
13 PLAINTIFF CLASS all of the wages to which they are entitled pursuant to the California Labor
14 Code, California IWC Wage Orders, and all other applicable employment laws and regulations;

15 ix. The effect upon and the extent of damages suffered by PLAINTIFF and
16 members of the PLAINTIFF CLASS and the appropriate amount of compensation.

17 d. Adequacy: PLAINTIFF and the PLAINTIFF CLASS all worked for
18 DEFENDANTS, share the same interests, and were subjected to DEFENDANTS' unlawful policy
19 and practice of failing to provide rest breaks and failing to adequately compensate employees for
20 all time worked. PLAINTIFF and members of the PLAINTIFF CLASS do not have any conflicts
21 of interest with other members. Given the significance of the deprivation of their rights,
22 PLAINTIFF will prosecute this action vicariously on behalf of the PLAINTIFF CLASS. She has
23 retained competent and experienced legal counsel who specialize in employment, wage and hour,
24 and class action litigation to represent themselves and the proposed PLAINTIFF CLASS;

25 e. Superiority of Class Action: The disposition of PLAINTIFF and the proposed
26 PLAINTIFF CLASS members' claims in a class action will provide substantial benefits to both the
27 parties and the Court. The nature of this action and the nature of the laws available to the
28 PLAINTIFF CLASS make use of the class action format a particularly efficient and appropriate

1 procedure to afford relief to the PLAINTIFF CLASS. Further, this case involves a corporate
2 employer and a large number of individual employees possessing claims with common issues of
3 law and fact. If each employee were required to file an individual lawsuit, the corporate defendant
4 would necessarily gain an unconscionable advantage since each defendant would be able to exploit
5 and overwhelm the limited resources of each individual plaintiff with its vastly superior financial
6 and legal resources. Requiring each class member to pursue an individual remedy would also
7 discourage the assertion of lawful claims by employees who would be disinclined to pursue an
8 action against their present and/or former employer for an appreciable and justifiable fear of
9 retaliation and permanent damage to their careers at present and/or subsequent employment. Proof
10 of a common business practice or factual pattern, of which the named PLAINTIFF experienced, is
11 representative of the class mentioned herein and will establish the right of each of the members of
12 the class to recovery on the claims alleged herein.

13 The prosecution of separate actions by the individual class members, even if possible,
14 would create: (a) a substantial risk of inconvenient or varying verdicts or adjudications with respect
15 to the individual class members against the defendants herein; and/or (b) legal determinations with
16 respect to individual class members which would, as a practical matter, be dispositive of the other
17 class members' claims who are not parties to the adjudications and/or would substantially impair
18 or impede the ability of class members to protect their interests. Further, the claims of the individual
19 members of the class are not sufficiently large to warrant vigorous individual prosecution
20 considering all of the concomitant costs and expenses attending thereto.

21 17. PLAINTIFF is unaware of any difficulties that are likely to be encountered in the
22 management of this action that would preclude its maintenance as a class action.

23 **FACTS COMMON TO ALL CAUSES OF ACTION**

24 18. PLAINTIFF and members of the PLAINTIFF CLASS are current or former non-
25 exempt employees of DEFENDANTS. PLAINTIFF and members of the PLAINTIFF CLASS have
26 been subjected to a variety of wage and hour violations during their employment with
27 DEFENDANTS.

28 19. Throughout their employment with DEFENDANTS, PLAINTIFF and members of

1 the PLAINTIFF CLASS were pressured by managers, through common policies and class-wide
2 practices, not to report all of their time worked.

3 20. DEFENDANTS also failed to pay PLAINTIFF and the PLAINTIFF CLASS all due
4 wages. This unlawful practice also caused derivative violations such as wage statement violations,
5 in addition to causing the underpayment of earned and paid sick leave.

6 21. DEFENDANTS furthermore did not timely pay for all wages due as required by
7 Labor Code Section 204.

8 22. DEFENDANTS also provided inaccurate wage statements to PLAINTIFF and
9 members of the PLAINTIFF CLASS. The wage statements are inaccurate with respect to the actual
10 hours worked by employees, the gross wages earned, the net wages earned, and all applicable
11 hourly rates in effect during the period, including the hours worked at the respective rates, amongst
12 other deficiencies. The inaccurate wage statements create an actual injury, including making it
13 more difficult for PLAINTIFF and members of the PLAINTIFF CLASS to determine what
14 compensation they are owed but were not paid. Overall, DEFENDANTS' itemized statements to
15 PLAINTIFF and members of the PLAINTIFF CLASS make it appear as if they have been paid for
16 all hours worked, when in fact, there are numerous hours for which they received unlawfully low
17 compensation, as explained above.

18 23. The aforementioned acts constitute unfair and unlawful practices as defined by law
19 pursuant to California Business and Professions Code section 17200, et seq. By virtue of this
20 action, PLAINTIFFS seek to restore all wages to PLAINTIFF and members of the PLAINTIFF
21 CLASS that DEFENDANTS wrongfully took or withheld.

22 24. DEFENDANTS' violations of the law were willful and done according to
23 DEFENDANTS' established policies and procedures applicable to PLAINTIFF and all members
24 of the PLAINTIFF CLASS.

25 25. In addition, pursuant to California Labor Code § 2699.3, on December 17, 2021,
26 Plaintiff took the initiative to notify the Labor and Workforce Development Agency ("LWDA")
27 and DEFENDANTS of these violations, including the facts and theories to support the violations.
28 To date, the LWDA has not notified Plaintiff whether it would investigate the violations detailed

1 in his letter. Plaintiff reserves the right to amend the complaint once she receives a response
2 from the LWDA. Accordingly, Plaintiff has followed the appropriate steps to enable her to
3 pursue civil penalties pursuant to California Labor Code § 2699 for DEFENDANTS' California
4 Labor Law violations and violation of California Business & Professions Code §§ 17200, 17500
5 *et seq.*, as alleged herein.

6 26. More than 65 days have elapsed since PLAINTIFF provided notice as required
7 under the statute to the LWDA and Defendants PICK-N-PULL AUTO DISMANTLERS,
8 PASADENA, INC. and SCHNITZER STEEL INDUSTRIES, INC. on or about December 17,
9 2021, and Plaintiff's counsel has received no response from LWDA stating its intentions to
10 prosecute Plaintiff's PAGA claims. PLAINTIFF has thus adequately exhausted her PAGA
11 administrative remedies. (See *Waisben v. UBS Financial Services, Inc.*, 2008 U.S. Dist. LEXIS
12 21727, 2008 WL 753896, 1 (N.D. Cal. March 19, 2008); *Amaral v. Cintas Corp. No. 2*, 163 Cal.
13 App. 4th 1157, 1199, 1200, 78 Cal. Rptr. 3d 572 (2008) (relation back doctrine protects plaintiff's
14 PAGA claims from dismissal so long as PAGA claims are filed before expiration of the one-year
15 period). Plaintiff notes she is no longer bringing an action against PICK-N-PULL AUTO
16 DISMANTLERS PASADENA, INC.

17 **FIRST CAUSE OF ACTION**

18 **FAILURE TO PAY MEAL AND REST PERIOD COMPENSATION**

19 **(CALIFORNIA LABOR CODE §§ 226.7 and 512)**

20 (By PLAINTIFF in her individual capacity and in her capacity as representative of all similarly
21 situated members of the PLAINTIFF CLASS against DEFENDANTS.)

22 27. PLAINTIFF realleges and incorporates by reference each and every allegation
23 contained in the foregoing paragraphs as though fully set forth here.

24 28. DEFENDANTS failed to give PLAINTIFF and members of the PLAINTIFF
25 CLASS rest breaks for shifts lasting four (4) hours or a major fraction thereof as required by law
26 and failed to compensate them for missed rest breaks.

27 29. PLAINTIFF is informed and believes and alleges that the failure of DEFENDANTS
28 to provide rest breaks and to compensate PLAINTIFF and members of the PLAINTIFF CLASS

1 for these missed rest breaks was willful, purposeful, and unlawful and done in accordance with the
2 policies and practices of DEFENDANTS' operations.

3 30. As a proximate cause of the aforementioned violations, PLAINTIFF and members
4 of the PLAINTIFF CLASS have been damaged in an amount according to proof at time of trial,
5 but in an amount in excess of the jurisdiction of this Court. PLAINTIFF and members of the
6 PLAINTIFF CLASS are entitled to recover the unpaid balance of wages owed; penalties, including
7 penalties available pursuant to California Labor Code Sections 226, 226.7, 512, and 558, plus
8 interest; and reasonable attorney's fees and costs of suit according to the mandate of California
9 Labor Code, §§ 218.5 and 1194, et. seq.

10 **SECOND CAUSE OF ACTION**

11 **WAITING TIME PENALTIES**

12 **(CALIFORNIA LABOR CODE §§ 201, 202 and 203)**

13 (By PLAINTIFF in her individual capacity and in her capacity as representative of all similarly
14 situated members of the PLAINTIFF CLASS against DEFENDANTS.)

15 31. PLAINTIFF realleges and incorporates by reference each and every allegation
16 contained in the foregoing paragraphs as though fully set forth here.

17 32. Pursuant to California Labor Code section 201, if an employer discharges an
18 employee, the wages earned and unpaid at the time of the discharge are due and payable
19 immediately. Pursuant to California Labor Code section 202, if an employee quits his or her
20 employment, the wages earned and unpaid at the time of the discharge are due and payable within
21 seventy-two (72) hours of the resignation. Pursuant to California Labor Code section 203, if an
22 employer willfully fails to pay compensation upon discharge, then the employer is liable for
23 waiting time penalties in the form of compensation of up to thirty (30) workdays.

24 33. To this day, neither PLAINTIFF nor members of the PLAINTIFF CLASS have
25 received all the wages and other compensation they rightfully earned.

26 34. DEFENDANTS, and each of them, willfully refused and continue to refuse to
27 timely pay PLAINTIFF and members of the PLAINTIFF CLASS all wages earned in a timely
28 manner, as required by California Labor Code section 203. PLAINTIFF therefore requests

1 restitution and penalties as provided by California Labor Code section 203.

2 35. At all times, PLAINTIFF and members of the PLAINTIFF CLASS have been
3 ready, willing and available to accept payment of these monies.

4 36. PLAINTIFF and members of the PLAINTIFF CLASS are entitled to compensation
5 for all forms of wages earned, but to date have not received such compensation. Therefore, they
6 entitle PLAINTIFF and the class to penalties under California Labor Code section 203.

7 **THIRD CAUSE OF ACTION**

8 **FAILURE TO PAY ALL WAGES BY THE APPROPRIATE PAY PERIOD**

9 **(CALIFORNIA LABOR CODE SECTION 204)**

10 (By PLAINTIFF in her individual capacity and in her capacity as representative of all similarly
11 situated members of the PLAINTIFF CLASS against DEFENDANTS.)

12 37. PLAINTIFF realleges and incorporates by reference each and every allegation
13 contained in the foregoing paragraphs as though fully set forth here.

14 38. During the CLASS PERIOD, Labor Code section 204 applied to DEFENDANTS'
15 employment of PLAINTIFF and the PLAINTIFF CLASS. At all relevant times, Labor Code
16 section 204 provided that all wages earned by any employee, such as PLAINTIFF and members of
17 the PLAINTIFF CLASS, in any employment between the 1st and 15th days, inclusive, of any
18 calendar month, other than those wages due upon termination of an employee, are due and payable
19 between the 16th and 26th day of the month during which the work was performed. Furthermore,
20 at all times relevant hereto, Labor Code section 204 provided that all wages earned by any
21 employee, such as PLAINTIFF and members of the PLAINTIFF CLASS, in any employment
22 between the 16th and the last day, inclusive, of any calendar month, other than those wages due
23 upon termination of an employee, are due and payable between the 1st and 10th day of the
24 following month.

25 39. During the CLASS PERIOD, DEFENDANTS failed to timely pay PLAINTIFF and
26 members of the PLAINTIFF CLASS wages for all hours worked.

27 40. During the CLASS PERIOD, DEFENDANTS failed to timely pay PLAINTIFF and
28 members of the PLAINTIFF CLASS for all wages earned, and therefore violated Labor Code

1 section 204. Accordingly, PLAINTIFF and members of the PLAINTIFF CLASS are entitled to
2 recover all damages, penalties and other remedies available for violation of Labor Code section
3 204.

4 **FOURTH CAUSE OF ACTION**

5 **FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS**

6 **(CALIFORNIA LABOR CODE § 226)**

7 (By PLAINTIFF in her individual capacity and in her capacity as representative of all similarly
8 situated members of the PLAINTIFF CLASS against DEFENDANTS.)

9 41. PLAINTIFF realleges and incorporates by reference each and every allegation
10 contained in the foregoing paragraphs as though fully set forth here.

11 42. California Labor Code section 226(a) and the applicable IWC Wage Order requires
12 that DEFENDANTS keep accurate records and semimonthly or at the time of payment of wages,
13 furnish each of his or her employees, itemize in wage statements, among other things, time records
14 showing when an employee ends and begins, meal periods, split shift intervals and total daily hours
15 worked shall also be recorded, when a piece rate or incentive plan is in operation, piece rates or an
16 explanation of the incentive plan formula shall be provided to the employees, an accurate
17 production record shall be maintained by the employer. Every employer shall also semimonthly or
18 at the time of each payment of wages furnish each employee, an itemized statement showing,
19 among other things all deductions.

20 43. DEFENDANTS knowingly and intentionally failed to comply with California
21 Labor Code section 226(a) and the applicable IWC Wage Order by failing to keep required accurate
22 payroll records and by failing, on each and every wage statement that was provided to PLAINTIFF
23 and members of the PLAINTIFF CLASS, to accurately reflect the required pieces of information
24 as required by Labor Code Section 226(a).

25 44. PLAINTIFF is informed and believes and thereon alleges that DEFENDANTS
26 knowingly and intentionally provided inaccurate payroll records to PLAINTIFF and members of
27 the PLAINTIFF CLASS. PLAINTIFF and members of the PLAINTIFF CLASS have suffered
28 actual damages as a result of DEFENDANTS' violation of Cal. Labor Code § 226(a) and the

1 applicable IWC Wage Order. In addition, PLAINTIFF and the PLAINTIFF CLASS have also
2 suffered, and will continue to suffer, actual damages in the form of additional litigation expenses
3 incurred to calculate lost wages. These additional litigation expenses include, but are not limited
4 to, attorney's fees, expert witnesses and other costs attendant to the calculation of lost wages when
5 such costs would not need to be incurred if DEFENDANTS had provided proper itemized wage
6 statements to PLAINTIFF and members of the PLAINTIFF CLASS that complied with California
7 Labor Code section 226(a) and the applicable IWC Wage Order.

8 45. California Labor Code section 226(e) and (g) provide that an employee suffering
9 injury as a result of a knowing and intentional failure by an employer to comply with subdivision
10 (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay
11 period in which a violation occurs and one hundred dollars (\$100) per employee for each violation
12 in subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000) and
13 is entitled to an award of costs and reasonable attorney's fees.

14 46. PLAINTIFF and members of the PLAINTIFF CLASS are therefore entitled to
15 recover damages, statutory penalties, interest, attorney's fees, and other court costs and expenses
16 of suit, according to proof at trial.

17 **FIFTH CAUSE OF ACTION**

18 **VIOLATION OF LABOR CODE SECTION 233**

19 **(CALIFORNIA LABOR CODE § 233)**

20 (By PLAINTIFF in her individual capacity and in her capacity as representative of all similarly
21 situated members of the PLAINTIFF CLASS against DEFENDANTS.)

22 47. PLAINTIFF realleges and incorporates by reference each and every allegation
23 contained in the foregoing paragraphs as though fully set forth here.

24 48. At all times alleged herein, Labor Code section 233 was in full force and effect.
25 This code section requires employers who provide sick leave for employees to permit an employee
26 to use in any calendar year the employee's accrued and available sick leave entitlement, in an
27 amount not less than the sick leave that would be accrued during six months at the employee's then
28 current rate of entitlement, for the reasons specified in subdivision (a) of Section 246.5.

1 49. DEFENDANTS' violated California Labor Code section 233 by DEFENDANTS'
2 failure to recognize, and pay all earned wages for all hours compensable for the reasons specified
3 in Labor Code Section 246.5 from the amount of sick leave accrued for PLAINTIFF and members
4 of the PLAINTIFF CLASS.

5 50. Accordingly, PLAINTIFF and members of the PLAINTIFF CLASS are entitled to
6 recover all damages, attorney's fees, penalties and other remedies available for violation of Labor
7 Code section 233.

8 **SIXTH CAUSE OF ACTION**

9 **UNFAIR BUSINESS PRACTICES**

10 **(CALIFORNIA BUSINESS AND PROFESSIONS CODE § 17200, ET SEQ.)**

11 (By PLAINTIFF in her individual capacity and in her capacity as representative of all similarly
12 situated members of the PLAINTIFF CLASS against DEFENDANT SCHNITZER STEEL
13 INDUSTRIES, INC.)

14 51. PLAINTIFF realleges and incorporates by reference each and every allegation
15 contained in the foregoing paragraphs as though fully set forth here.

16 52. The aforementioned violations constitute unfair business practices in violation of
17 the Unfair Competition Law, California Business and Professions Code Section 17200, et seq.

18 53. As a result of DEFENDANTS' unfair business practices, DEFENDANTS have
19 reaped unfair benefits and illegal profits at the expense of PLAINTIFF and the PLAINTIFF
20 CLASS. DEFENDANTS should be compelled to restore such monies to PLAINTIFF and the
21 PLAINTIFF CLASS, including but not limited to unpaid sick leave pursuant to Labor Code
22 Sections 246 *et seq.* and 233. DEFENDANTS' unfair business practices entitle PLAINTIFF and
23 the PLAINTIFF CLASS to seek preliminary and permanent injunctive relief, including but not
24 limited to, orders that DEFENDANTS account for and restore to PLAINTIFF and the PLAINTIFF
25 CLASS the compensation unlawfully withheld from them.

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2 **SEVENTH CAUSE OF ACTION**

3 **PRIVATE ATTORNEY GENERAL ACT**

4 **(CALIFORNIA LABOR CODE §2699)**

5 (By PLAINTIFF in her individual capacity and in her capacity as representative of all similarly
6 situated members of the PLAINTIFF CLASS and aggrieved employees against DEFENDANT
7 SCHNITZER STEEL INDUSTRIES, INC..)

8 54. PLAINTIFF realleges and incorporates by reference each and every allegation
9 contained in the foregoing paragraphs as though fully set forth here.

10 55. California Labor Code §2699(a) states:

11 Notwithstanding any other provision of the law, any provision of this code that
12 provides for a civil penalty to be assessed and collected by the Labor and Workforce
13 Development Agency or any of its departments, divisions, commissions, boards,
14 agencies, or employees, for a violation of this code, may, as an alternative, be
15 recovered through a civil action brought by an aggrieved employee on behalf of
16 himself or herself and other current or former employees...

17 56. PLAINTIFF and other employees are “aggrieved employees,” as defined by
18 California Labor Code §2699(c), because they were employed by DEFENDANTS PICK-N-PULL
19 AUTO DISMANTLERS, LLC and SCHNITZER STEEL INDUSTRIES, INC., and were among
20 the many employees against whom violations of law were committed.

21 57. PLAINTIFF has met and/or will meet all of the requirements set forth in California
22 Labor Code §2699.3 necessary to maintain a civil action against DEFENDANTS for violations of
23 (and/or recovery under) California Labor Code sections including but not limited to 201, 202, 203,
24 204, 210, 216, 225.5, 226, 226.3, 510, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, and 1198;
25 as well as various IWC Wage Orders.

26 58. PLAINTIFF brings this action on behalf of herself and all aggrieved employees
27 alleging violations of the California Labor Code sections cited in the preceding paragraphs.

28 59. As a direct and proximate result of Defendant's unlawful conduct, as set forth herein,

1 PLAINTIFF and all other aggrieved employees are entitled to penalties under California Labor
2 Code Sections 2698 and 2699.

3 60. Pursuant to California Labor Code Section 2699, PLAINTIFF and aggrieved
4 employees should be awarded twenty-five percent (25%) of all penalties due under California law,
5 with the rest of the penalties to be awarded to the LWDA. PLAINTIFF is also entitled to her
6 attorney's fees, costs, and interest.

7 **PRAYER FOR RELIEF**

8 WHEREFORE, PLAINTIFF and the PLAINTIFF CLASS pray judgment as follows:

9 1. That the Court determine that Causes of Action nos. 1 through 7 may be maintained as
10 a class action.

11 2. For injunctive relief to stop DEFENDANTS' illegal practices described above,
12 including, but not limited to, the payment of wages, including inaccurate itemized statements,
13 failure to provide meal and rest breaks, compensation for sick days, and other practices;

14 3. For general and compensatory damages, according to proof;

15 4. For restitution of all monies due to PLAINTIFF and the PLAINTIFF CLASS;

16 5. For waiting time penalties pursuant to California Labor Code section 203;

17 6. For penalties pursuant to California Labor Code and all other applicable Labor Code
18 and/or Employment Laws and Regulations;

19 7. For reasonable attorneys' fees, pursuant to California Code of Civil Procedure section
20 1021.5;

21 8. For attorney fees and costs pursuant to California Labor Code sections 218.5, 226,
22 2699 et seq, and 1194;

23 9. For statutory penalties as provided by law as well as under the PAGA statutes;

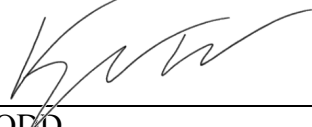
24 10. For interest accrued to date;

25 11. For costs of the suit incurred herein; and

26 12. For such other and further relief that the Court may deem just and proper.
27
28

1 Dated: March 3, 2022

KYLE TODD, P.C.

2
3 By: 

4 KYLE TODD

ALFREDO NAVA

Attorneys for Plaintiff SOPHIA SIMON

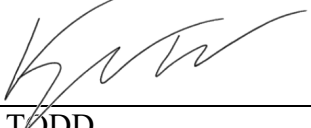
individually, and on behalf of all others similarly
situated

7
8 **DEMAND FOR JURY TRIAL**

9 PLAINTIFF and members of the PLAINTIFF CLASS demand a trial by jury on all issues
10 so triable.

11
12 Dated: March 3, 2022

KYLE TODD, P.C.

13
14 By: 

15 KYLE TODD

ALFREDO NAVA

Attorneys for Plaintiff SOPHIA SIMON

individually, and on behalf of all others similarly
situated

SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

PICK-N-PULL AUTO DISMANTLERS, PASADENA, INC., a Texas corporation; SCHNITZER STEEL INDUSTRIES, INC., an Oregon corporation; and DOES 1 through 100, inclusive

YOU ARE BEING SUED BY PLAINTIFF: (LO ESTÁ DEMANDANDO EL DEMANDANTE):

SOPHIA SIMON, an individual, individually, on behalf of the general public, and all others similarly situated

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

ELECTRONICALLY FILED
Superior Court of California
County of Alameda
02/02/2022

Chad Finke, Executive Officer / Clerk of the Court

By: X. Bowie Deputy

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. ¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 o más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): René C. Davidson Courthouse
1225 Fallon Street, Oakland, CA 94612

CASE NUMBER: (Número del Caso):

22CV006441

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: (El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Kyle Todd, Kyle Todd, P.C. 611 Wilshire Blvd, Suite 315, Los Angeles, CA, 90017; 323-208-9171

DATE:
(Fecha) **02/02/2022**

Chad Finke, Executive Officer / Clerk of the Court

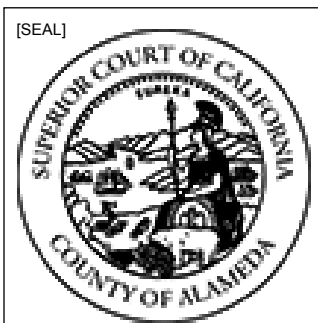
Clerk, by
(Secretario)

X. Bowie

, Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010).)



NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☐ on behalf of (specify):
under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):
4. ☐ by personal delivery on (date)

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):

Kyle Todd (State Bar No. 286370)

KYLE TODD, P.C.

611 Wilshire Blvd., Suite 315, Los Angeles, CA 90017

TELEPHONE NO.: (323) 208-9171

FAX NO. (Optional): (323) 693-0822

ATTORNEY FOR (Name): PLAINTIFF SOPHIA SIMON

FOR COURT USE ONLY

ELECTRONICALLY FILEDSuperior Court of California,
County of Alameda**02/02/2022 at 04:15:49 PM**

By: Xian-xii Bowie, Deputy Clerk

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

STREET ADDRESS: 1225 Fallon Street

MAILING ADDRESS: 1225 Fallon Street

CITY AND ZIP CODE: Oakland 94612

BRANCH NAME: René C. Davidson Courthouse

CASE NAME:

SIMON v. PICK-N-PULL AUTO DISMANTLERS, LLC, ET AL

CIVIL CASE COVER SHEET

☒ **Unlimited** (Amount demanded exceeds \$25,000) ☐ **Limited** (Amount demanded is \$25,000)

Complex Case Designation

☐ Counter ☐ Joinder
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER:

22CV006441

JUDGE:

DEPT.:

Items 1–6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:**Auto Tort**

☐ Auto (22)
☐ Uninsured motorist (46)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

☐ Asbestos (04)
☐ Product liability (24)
☐ Medical malpractice (45)

Non-PI/PD/WD (Other) Tort

☐ Business tort/unfair business practice (07)
☐ Civil rights (08)
☐ Defamation (13)
☐ Fraud (16)
☐ Intellectual property (19)
☐ Professional negligence (25)
☐ Other non-PI/PD/WD tort (35)

Employment

☐ Wrongful termination (36)
☒ Other employment (15)

Contract

☐ Breach of contract/warranty (06)
☐ Rule 3.740 collections (09)
☐ Other collections (09)
☐ Insurance coverage (18)
☐ Other contract (37)

Real Property

☐ Eminent domain/Inverse condemnation (14)
☐ Wrongful eviction (33)
☐ Other real property (26)

Unlawful Detainer

☐ Commercial (31)
☐ Residential (32)
☐ Drugs (38)

Judicial Review

☐ Asset forfeiture (05)
☐ Petition re: arbitration award (11)
☐ Writ of mandate (02)
☐ Other judicial review (39)

Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403)

☐ Antitrust/Trade regulation (03)
☐ Construction defect (10)
☐ Mass tort (40)
☐ Securities litigation (28)
☐ Environmental/Toxic tort (30)
☐ Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment

☐ Enforcement of judgment (20)

Miscellaneous Civil Complaint

☐ RICO (27)
☐ Other complaint (not specified above) (42)

Miscellaneous Civil Petition

☐ Partnership and corporate governance (21)
☐ Other petition (not specified above) (43)

2. This case ☒ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

- a. ☐ Large number of separately represented parties d. ☒ Large number of witnesses
b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
c. ☒ Substantial amount of documentary evidence f. ☐ Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☐ punitive

4. Number of causes of action (specify): Six (6): Fail. meal and rest period, wait. time penalties, fail. approp., fail. itemized wage statements, fail. sick time, unfair bus. practices

5. This case ☒ is ☐ is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: 02/02/2022

Kyle Todd

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)–Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice–Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach–Seller Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case–Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ–Administrative Mandamus
Writ–Mandamus on Limited Court Case Matter
Writ–Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal–Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):

Kyle Todd (State Bar No. 286370)

KYLE TODD, P.C.

611 Wilshire Blvd., Suite 315, Los Angeles, CA 90017

TELEPHONE NO.: (323) 208-9171

FAX NO. (Optional): (323) 693-0822

ATTORNEY FOR (Name): PLAINTIFF SOPHIA SIMON

FOR COURT USE ONLY

ELECTRONICALLY FILEDSuperior Court of California,
County of Alameda**03/08/2022 at 11:02:41 AM**

By: Xian-xii Bowie, Deputy Clerk

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

STREET ADDRESS: 1225 Fallon Street

MAILING ADDRESS: 1225 Fallon Street

CITY AND ZIP CODE: Oakland 94612

BRANCH NAME: René C. Davidson Courthouse

CASE NAME:

SIMON v. PICK-N-PULL AUTO DISMANTLERS, PASADENA, INC.

CIVIL CASE COVER SHEET

☒ **Unlimited** ☐ **Limited**
(Amount demanded exceeds \$25,000) (Amount demanded is \$25,000)

Complex Case Designation

☐ Counter ☐ Joinder
Filed with first appearance by defendant
(Cal. Rules of Court, rule 3.402)

CASE NUMBER:

22CV006441

JUDGE: Hon. Evelio Grillo

DEPT.: 21

Items 1–6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:**Auto Tort**

☐ Auto (22)
☐ Uninsured motorist (46)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

☐ Asbestos (04)
☐ Product liability (24)
☐ Medical malpractice (45)

Non-PI/PD/WD (Other) Tort

☐ Business tort/unfair business practice (07)
☐ Civil rights (08)
☐ Defamation (13)
☐ Fraud (16)
☐ Intellectual property (19)
☐ Professional negligence (25)
☐ Other non-PI/PD/WD tort (35)

Employment

☐ Wrongful termination (36)
☒ Other employment (15)

Contract

☐ Breach of contract/warranty (06)
☐ Rule 3.740 collections (09)
☐ Other collections (09)
☐ Insurance coverage (18)

Other contract (37)**Real Property**

☐ Eminent domain/Inverse condemnation (14)
☐ Wrongful eviction (33)
☐ Other real property (26)

Unlawful Detainer

☐ Commercial (31)
☐ Residential (32)
☐ Drugs (38)

Judicial Review

☐ Asset forfeiture (05)
☐ Petition re: arbitration award (11)
☐ Writ of mandate (02)
☐ Other judicial review (39)

**Provisionally Complex Civil Litigation
(Cal. Rules of Court, rules 3.400–3.403)**

☐ Antitrust/Trade regulation (03)
☐ Construction defect (10)
☐ Mass tort (40)
☐ Securities litigation (28)
☐ Environmental/Toxic tort (30)
☐ Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment☐ Enforcement of judgment (20)**Miscellaneous Civil Complaint**

☐ RICO (27)
☐ Other complaint (not specified above) (42)

Miscellaneous Civil Petition

☐ Partnership and corporate governance (21)
☐ Other petition (not specified above) (43)

2. This case ☒ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

- a. ☐ Large number of separately represented parties d. ☒ Large number of witnesses
b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
c. ☒ Substantial amount of documentary evidence f. ☐ Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☐ punitive

4. Number of causes of action (specify): Seven (7): Fail. meal and rest period, wait. time pen., fail. approp., fail. itemized wage state., fail. sick time, unfair bus. practices, PAGA

5. This case ☒ is ☐ is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: 03/03/2022

Kyle Todd

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
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- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

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To Parties in Complex Cases. In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)–Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice–Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach–Seller Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case–Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ–Administrative Mandamus
Writ–Mandamus on Limited Court Case Matter
Writ–Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal–Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

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County of Alameda
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By: Xian-xii Bowie, Deputy Clerk

Attorneys for PLAINTIFF SOPHIA SIMON, individually, and on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA,
IN AND FOR THE COUNTY OF ALAMEDA

SOPHIA SIMON, an individual,
individually, on behalf of the general
public, and all others similarly situated,

PLAINTIFF,

v.

PICK-N-PULL AUTO DISMANTLERS,
PASADENA, INC., a Texas corporation;
SCHNITZER STEEL INDUSTRIES, INC.,
an Oregon corporation; and DOES 1 through
100, inclusive,

DEFENDANTS.

CLASS ACTION COMPLAINT

Case No.: **22CV006441**

- 1. FAILURE TO PAY MEAL AND REST PERIOD COMPENSATION (CAL. LAB. CODE §§ 226.7, 512);**
- 2. WAITING TIME PENALTIES (CAL. LAB. CODE § 203);**
- 3. FAILURE TO PAY ALL WAGES BY THE APPROPRIATE PAY PERIOD (CAL. LAB. CODE § 204);**
- 4. FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS (CAL. LAB. CODE § 226, IWC Wage Order);**
- 5. VIOLATION OF LABOR CODE SECTION 233; AND**
- 6. UNFAIR BUSINESS PRACTICES (CALIFORNIA BUSINESS AND PROFESSIONS CODE § 17200, ET SEQ.).**

DEMAND FOR JURY TRIAL

1 PLAINTIFF SOPHIA SIMON (“PLAINTIFF” or “SIMON”) individually, and on behalf
2 of herself, all others similarly situated, and the general public, complains and alleges on
3 information and belief the following against PICK-N-PULL AUTO DISMANTLERS,
4 PASADENA, INC. (hereinafter “PICK-N-PULL”), a Texas corporation, SCHNITZER STEEL
5 INDUSTRIES, INC. (“SCHNITZER STEEL”), an Oregon corporation, and DOES 1 through
6 100, inclusive, (collectively, “DEFENDANTS”):

7 **INTRODUCTION**

8 1. This is a class action lawsuit being brought on behalf of all non-exempt employees
9 who work(ed) for DEFENDANTS in California. PLAINTIFF and members of the PLAINTIFF
10 CLASS (defined below) work(ed) as retail employees at DEFENDANTS’ various locations in
11 California. PLAINTIFF and members of the PLAINTIFF CLASS have been subjected to numerous
12 wage and hour violations which are the result of systemic policies and procedures implemented by
13 DEFENDANTS.

14 2. DEFENDANTS’ actions give rise to violations of state wage and hour laws,
15 including laws mandating the payment of wages. Through this lawsuit, PLAINTIFF, and others
16 similarly situated, seek to recover all wages which they and other employees of DEFENDANTS
17 rightfully earned but have been denied, as well as any penalties associated with DEFENDANTS’
18 rampant and willful violations of the law, interest on the unpaid wage amounts, and attorneys’ fees.

19 **JURISDICTION AND VENUE**

20 3. The Court has personal jurisdiction over DEFENDANTS because they are residents
21 and/or doing The Court has personal jurisdiction over DEFENDANTS because they are residents
22 and/or doing business in the state of California.

23 4. Venue is proper in this Court in accordance with Section 395(a) of the California
24 Code of Civil Procedure because DEFENDANTS, or some of them, reside and/or are doing
25 business in Alameda County. Moreover, DEFENDANTS employed PLAINTIFF and others
26 similarly situated in Alameda County and the harms occurred in Alameda County.

27 **PARTIES**

28 5. PLAINTIFF SOPHIA SIMON, throughout her employment with DEFENDANTS,

1 was a resident of Union City, California.

2 6. PLAINTIFF is informed and believes and based thereon alleges that defendant
3 PICK-N-PULL AUTO DISMANTLERS, PASADENA, INC. is a corporation which, at all times
4 relevant herein, employed California persons in or near the City of Newark, County of Alameda
5 State of California.

6 7. PLAINTIFF is informed and believes and based thereon alleges that defendant
7 SCHNITZER STEEL INDUSTRIES, INC. is a corporation which, at all times relevant herein,
8 employed California persons in or near the City of Newark, County of Alameda State of California.

9 8. Section 2 of the applicable Industrial Wage Commission (“IWC”) Order No. 7-
10 2001, which governs persons employed in the mercantile industries, defines an “employer” as any
11 “any person as defined in Section 18 of the Labor Code, who directly or indirectly, or through an
12 agent or any other person, employs or exercises control over the wages, hours, or working
13 conditions of any person.” PLAINTIFF, and others similarly situated including the PLAINTIFF
14 CLASS (defined below), are informed and believe and on this basis allege that DEFENDANTS
15 employ or exercise control over the wages, hours or working conditions of PLAINTIFF and the
16 rest of the PLAINTIFF CLASS as defined below.

17 9. PLAINTIFF is informed and believes and based thereon alleges that she was
18 employed by DEFENDANTS from on or about December 14, 2020, through, and including, March
19 27, 2021.

20 10. Whenever in this Complaint reference is made to DEFENDANTS, such allegations
21 shall be deemed to mean the acts of all defendants acting individually, jointly, and/or severally.

22 11. PLAINTIFF is informed and believes, and on that basis alleges, that PICK-N-PULL
23 AUTO DISMANTLERS, PASADENA, INC., SCHNITZER STEEL INDUSTRIES, INC., and
24 DOES 1 through 100 constitute an integrated enterprise based on their interrelation of operations,
25 common management, centralized control of labor relations, common ownership, and financial
26 control. Specifically, PLAINTIFF is informed and believes and thereon alleges that: each of the
27 DEFENDANTS operate according to uniform policies and procedures for controlling the work of
28 PLAINTIFF and the PLAINTIFF CLASS (described below); DEFENDANTS operate as an

1 interrelated operation; DEFENDANTS are operated by a small group of shared officers and
2 directors; and each of the DEFENDANTS share and control the management of the premises where
3 PLAINTIFF and members of the PLAINTIFF CLASS work. Thus, adherence to the fiction of the
4 separate existence of each defendant here would permit abuse, sanction, fraud and promote
5 injustice.

6 12. The true names and capacities of defendants named herein as DOES 1-100,
7 inclusive, whether individual, corporate, associate, or otherwise, are unknown to PLAINTIFF, who
8 therefore sue these defendants by such fictitious names. PLAINTIFF will amend this Complaint to
9 show true names and capacities of these defendants when they are ascertained.

10 13. At all times mentioned herein, DEFENDANTS, and each of them, were the agents,
11 representatives, employees, successors, assigns, parents, subsidiaries, and/or affiliates, each of the
12 other, and at all times pertinent hereto were acting within the course and scope of their authority as
13 such agents, representatives, employees, successors, assigns, parents, subsidiaries and/or affiliates.
14 PLAINTIFF also alleges that DEFENDANTS were, at all times relevant hereto, the alter egos of
15 each other. Wherever reference is made to DEFENDANTS herein, it is intended to include all of
16 the named DEFENDANTS as well as the DOE defendants. Each of the fictitiously named DOE
17 defendants is responsible for the occurrences herein alleged and proximately caused PLAINTIFF
18 damages as well as damages of members of the PLAINTIFF CLASS (described below).

19 **CLASS ACTION ALLEGATIONS**

20 14. PLAINTIFF brings this action on behalf of herself and all others similarly situated
21 as a class action pursuant to California Code of Civil Procedure section 382. The class that
22 PLAINTIFF seeks to represent ("PLAINTIFF CLASS") is composed and defined as follows: **All**
23 **California persons who are or have been non-exempt employees of DEFENDANTS since four**
24 **(4) years prior to the filing of the initial Complaint until the entry of final judgment in this**
25 **action (the " CLASS PERIOD").**

26 15. There exists a well-defined community of interests among the PLAINTIFF CLASS
27 with respect to the claims asserted herein, and the PLAINTIFF CLASS is readily ascertainable for
28 the following reasons:

1 a. Numerosity and Ascertainability: The members of the class are so numerous that
2 joinder of all members would be unfeasible and not practicable. While PLAINTIFF does not know
3 the exact number and identity of all Class members, PLAINTIFF alleges, on information and belief,
4 that the members of the PLAINTIFF CLASS exceed one hundred (100) persons. PLAINTIFF
5 alleges, on information and belief, that the identity of such membership is readily ascertainable via
6 inspection of the personnel records and other documents maintained by DEFENDANTS;

7 b. Typicality: The claims of PLAINTIFF pled as class action claims are typical of the
8 claims of all members of the class as they arise out of the same course of conduct and are predicated
9 on the same violation(s) of the law. PLAINTIFF and all members of the PLAINTIFF CLASS
10 sustained injuries and damages arising out of DEFENDANTS' common course of conduct in
11 violation of laws as complained of herein.

12 c. Commonality: Common issues of fact and law predominate in this action over any
13 allegedly individual issues. The claims of PLAINTIFF and the PLAINTIFF CLASS members arise
14 from the same events or patterns or practices and are based on the same legal theories. Specially,
15 the following issues of fact and law, without limitation, predominate and make this action superior
16 to individual actions:

17 i. Whether DEFENDANTS failed to pay the required rest break premium to
18 PLAINTIFF and members of the PLAINTIFF CLASS for all missed rest breaks.

19 ii. Whether DEFENDANTS denied PLAINTIFF and members of the
20 PLAINTIFF CLASS all of the wages to which they are entitled pursuant to the California Labor
21 Code, California IWC Wage Orders, and all other applicable employment laws and regulations;

22 iii. Whether DEFENDANTS owe PLAINTIFF and members of the
23 PLAINTIFF CLASS waiting time penalties pursuant to California Labor Code section 203;

24 iv. Whether DEFENDANTS violated California Labor Code section 204 by
25 failing to pay all wages earned in a timely manner;

26 v. Whether DEFENDANTS have failed to properly provide accurate itemized
27 wage statements as well as keep accurate records as required by California Labor Code section 226
28 and the applicable Industrial Welfare Commission's ("IWC") Wage Order;

1 vi. Whether DEFENDANTS paid all due and owing sick pay

2 vii. Whether DEFENDANTS engaged in unfair business practices under section

3 17200, *et. seq* of the California Business and Professions Code;

4 viii. Whether DEFENDANTS denied PLAINTIFF and members of the

5 PLAINTIFF CLASS all of the wages to which they are entitled pursuant to the California Labor

6 Code, California IWC Wage Orders, and all other applicable employment laws and regulations;

7 ix. The effect upon and the extent of damages suffered by PLAINTIFF and

8 members of the PLAINTIFF CLASS and the appropriate amount of compensation.

9 d. Adequacy: PLAINTIFF and the PLAINTIFF CLASS all worked for

10 DEFENDANTS, share the same interests, and were subjected to DEFENDANTS' unlawful policy

11 and practice of failing to provide rest breaks and failing to adequately compensate employees for

12 all time worked. PLAINTIFF and members of the PLAINTIFF CLASS do not have any conflicts

13 of interest with other members. Given the significance of the deprivation of their rights,

14 PLAINTIFF will prosecute this action vicariously on behalf of the PLAINTIFF CLASS. She has

15 retained competent and experienced legal counsel who specialize in employment, wage and hour,

16 and class action litigation to represent themselves and the proposed PLAINTIFF CLASS;

17 e. Superiority of Class Action: The disposition of PLAINTIFF and the proposed

18 PLAINTIFF CLASS members' claims in a class action will provide substantial benefits to both the

19 parties and the Court. The nature of this action and the nature of the laws available to the

20 PLAINTIFF CLASS make use of the class action format a particularly efficient and appropriate

21 procedure to afford relief to the PLAINTIFF CLASS. Further, this case involves a corporate

22 employer and a large number of individual employees possessing claims with common issues of

23 law and fact. If each employee were required to file an individual lawsuit, the corporate defendant

24 would necessarily gain an unconscionable advantage since each defendant would be able to exploit

25 and overwhelm the limited resources of each individual plaintiff with its vastly superior financial

26 and legal resources. Requiring each class member to pursue an individual remedy would also

27 discourage the assertion of lawful claims by employees who would be disinclined to pursue an

28 action against their present and/or former employer for an appreciable and justifiable fear of

1 retaliation and permanent damage to their careers at present and/or subsequent employment. Proof
2 of a common business practice or factual pattern, of which the named PLAINTIFF experienced, is
3 representative of the class mentioned herein and will establish the right of each of the members of
4 the class to recovery on the claims alleged herein.

5 The prosecution of separate actions by the individual class members, even if possible,
6 would create: (a) a substantial risk of inconvenient or varying verdicts or adjudications with respect
7 to the individual class members against the defendants herein; and/or (b) legal determinations with
8 respect to individual class members which would, as a practical matter, be dispositive of the other
9 class members' claims who are not parties to the adjudications and/or would substantially impair
10 or impede the ability of class members to protect their interests. Further, the claims of the individual
11 members of the class are not sufficiently large to warrant vigorous individual prosecution
12 considering all of the concomitant costs and expenses attending thereto.

13 16. PLAINTIFF is unaware of any difficulties that are likely to be encountered in the
14 management of this action that would preclude its maintenance as a class action.

15 **FACTS COMMON TO ALL CAUSES OF ACTION**

16 17. PLAINTIFF and members of the PLAINTIFF CLASS are current or former non-
17 exempt employees of DEFENDANTS. PLAINTIFF and members of the PLAINTIFF CLASS have
18 been subjected to a variety of wage and hour violations during their employment with
19 DEFENDANTS.

20 18. Throughout their employment with DEFENDANTS, PLAINTIFF and members of
21 the PLAINTIFF CLASS were pressured by managers, through common policies and class-wide
22 practices, not to report all of their time worked.

23 19. DEFENDANTS also failed to pay PLAINTIFF and the PLAINTIFF CLASS all due
24 wages. This unlawful practice also caused derivative violations such as wage statement violations,
25 in addition to causing the underpayment of earned and paid sick leave.

26 20. DEFENDANTS furthermore did not timely pay for all wages due as required by
27 Labor Code Section 204.

28 21. DEFENDANTS also provided inaccurate wage statements to PLAINTIFF and

1 members of the PLAINTIFF CLASS. The wage statements are inaccurate with respect to the actual
2 hours worked by employees, the gross wages earned, the net wages earned, and all applicable
3 hourly rates in effect during the period, including the hours worked at the respective rates, amongst
4 other deficiencies. The inaccurate wage statements create an actual injury, including making it
5 more difficult for PLAINTIFF and members of the PLAINTIFF CLASS to determine what
6 compensation they are owed but were not paid. Overall, DEFENDANTS' itemized statements to
7 PLAINTIFF and members of the PLAINTIFF CLASS make it appear as if they have been paid for
8 all hours worked, when in fact, there are numerous hours for which they received unlawfully low
9 compensation, as explained above.

10 22. The aforementioned acts constitute unfair and unlawful practices as defined by law
11 pursuant to California Business and Professions Code section 17200, et seq. By virtue of this
12 action, PLAINTIFFS seek to restore all wages to PLAINTIFF and members of the PLAINTIFF
13 CLASS that DEFENDANTS wrongfully took or withheld.

14 23. DEFENDANTS' violations of the law were willful and done according to
15 DEFENDANTS' established policies and procedures applicable to PLAINTIFF and all members
16 of the PLAINTIFF CLASS.

17 24. In addition, pursuant to California Labor Code § 2699.3, on December 17, 2021,
18 Plaintiff took the initiative to notify the Labor and Workforce Development Agency ("LWDA")
19 and DEFENDANTS of these violations, including the facts and theories to support the violations.
20 To date, the LWDA has not notified Plaintiff whether it would investigate the violations detailed
21 in his letter. Plaintiff reserves the right to amend the complaint once she receives a response
22 from the LWDA. Accordingly, Plaintiff has followed the appropriate steps to enable her to
23 pursue civil penalties pursuant to California Labor Code § 2699 for DEFENDANTS' California
24 Labor Law violations and violation of California Business & Professions Code §§ 17200, 17500
25 *et seq.*, as alleged herein.

26 ///

27 ///

28 ///

1 **FIRST CAUSE OF ACTION**

2 **FAILURE TO PAY MEAL AND REST PERIOD COMPENSATION**

3 **(CALIFORNIA LABOR CODE §§ 226.7 and 512)**

4 (By PLAINTIFF in her individual capacity and in her capacity as representative of all similarly
5 situated members of the PLAINTIFF CLASS against DEFENDANTS.)

6 25. PLAINTIFF realleges and incorporates by reference each and every allegation
7 contained in the foregoing paragraphs as though fully set forth here.

8 26. DEFENDANTS failed to give PLAINTIFF and members of the PLAINTIFF
9 CLASS rest breaks for shifts lasting four (4) hours or a major fraction thereof as required by law
10 and failed to compensate them for missed rest breaks.

11 27. PLAINTIFF is informed and believes and alleges that the failure of DEFENDANTS
12 to provide rest breaks and to compensate PLAINTIFF and members of the PLAINTIFF CLASS
13 for these missed rest breaks was willful, purposeful, and unlawful and done in accordance with the
14 policies and practices of DEFENDANTS' operations.

15 28. As a proximate cause of the aforementioned violations, PLAINTIFF and members
16 of the PLAINTIFF CLASS have been damaged in an amount according to proof at time of trial,
17 but in an amount in excess of the jurisdiction of this Court. PLAINTIFF and members of the
18 PLAINTIFF CLASS are entitled to recover the unpaid balance of wages owed; penalties, including
19 penalties available pursuant to California Labor Code Sections 226, 226.7, 512, and 558, plus
20 interest; and reasonable attorney's fees and costs of suit according to the mandate of California
21 Labor Code, §§ 218.5 and 1194, et. seq.

22 **SECOND CAUSE OF ACTION**

23 **WAITING TIME PENALTIES**

24 **(CALIFORNIA LABOR CODE §§ 201, 202 and 203)**

25 (By PLAINTIFF in her individual capacity and in her capacity as representative of all similarly
26 situated members of the PLAINTIFF CLASS against DEFENDANTS.)

27 29. PLAINTIFF realleges and incorporates by reference each and every allegation
28 contained in the foregoing paragraphs as though fully set forth here.

1 30. Pursuant to California Labor Code section 201, if an employer discharges an
2 employee, the wages earned and unpaid at the time of the discharge are due and payable
3 immediately. Pursuant to California Labor Code section 202, if an employee quits his or her
4 employment, the wages earned and unpaid at the time of the discharge are due and payable within
5 seventy-two (72) hours of the resignation. Pursuant to California Labor Code section 203, if an
6 employer willfully fails to pay compensation upon discharge, then the employer is liable for
7 waiting time penalties in the form of compensation of up to thirty (30) workdays.

8 31. To this day, neither PLAINTIFF nor members of the PLAINTIFF CLASS have
9 received all the wages and other compensation they rightfully earned.

10 32. DEFENDANTS, and each of them, willfully refused and continue to refuse to
11 timely pay PLAINTIFF and members of the PLAINTIFF CLASS all wages earned in a timely
12 manner, as required by California Labor Code section 203. PLAINTIFF therefore requests
13 restitution and penalties as provided by California Labor Code section 203.

14 33. At all times, PLAINTIFF and members of the PLAINTIFF CLASS have been
15 ready, willing and available to accept payment of these monies.

16 34. PLAINTIFF and members of the PLAINTIFF CLASS are entitled to compensation
17 for all forms of wages earned, but to date have not received such compensation. Therefore, they
18 entitle PLAINTIFF and the class to penalties under California Labor Code section 203.

19 **THIRD CAUSE OF ACTION**

20 **FAILURE TO PAY ALL WAGES BY THE APPROPRIATE PAY PERIOD**

21 **(CALIFORNIA LABOR CODE SECTION 204)**

22 (By PLAINTIFF in her individual capacity and in her capacity as representative of all similarly
23 situated members of the PLAINTIFF CLASS against DEFENDANTS.)

24 35. PLAINTIFF realleges and incorporates by reference each and every allegation
25 contained in the foregoing paragraphs as though fully set forth here.

26 36. During the CLASS PERIOD, Labor Code section 204 applied to DEFENDANTS'
27 employment of PLAINTIFF and the PLAINTIFF CLASS. At all relevant times, Labor Code
28 section 204 provided that all wages earned by any employee, such as PLAINTIFF and members of

1 the PLAINTIFF CLASS, in any employment between the 1st and 15th days, inclusive, of any
2 calendar month, other than those wages due upon termination of an employee, are due and payable
3 between the 16th and 26th day of the month during which the work was performed. Furthermore,
4 at all times relevant hereto, Labor Code section 204 provided that all wages earned by any
5 employee, such as PLAINTIFF and members of the PLAINTIFF CLASS, in any employment
6 between the 16th and the last day, inclusive, of any calendar month, other than those wages due
7 upon termination of an employee, are due and payable between the 1st and 10th day of the
8 following month.

9 37. During the CLASS PERIOD, DEFENDANTS failed to timely pay PLAINTIFF and
10 members of the PLAINTIFF CLASS wages for all hours worked.

11 38. During the CLASS PERIOD, DEFENDANTS failed to timely pay PLAINTIFF and
12 members of the PLAINTIFF CLASS for all wages earned, and therefore violated Labor Code
13 section 204. Accordingly, PLAINTIFF and members of the PLAINTIFF CLASS are entitled to
14 recover all damages, penalties and other remedies available for violation of Labor Code section
15 204.

16 **FOURTH CAUSE OF ACTION**

17 **FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS**

18 **(CALIFORNIA LABOR CODE § 226)**

19 (By PLAINTIFF in her individual capacity and in her capacity as representative of all similarly
20 situated members of the PLAINTIFF CLASS against DEFENDANTS.)

21 39. PLAINTIFF realleges and incorporates by reference each and every allegation
22 contained in the foregoing paragraphs as though fully set forth here.

23 40. California Labor Code section 226(a) and the applicable IWC Wage Order requires
24 that DEFENDANTS keep accurate records and semimonthly or at the time of payment of wages,
25 furnish each of his or her employees, itemize in wage statements, among other things, time records
26 showing when an employee ends and begins, meal periods, split shift intervals and total daily hours
27 worked shall also be recorded, when a piece rate or incentive plan is in operation, piece rates or an
28 explanation of the incentive plan formula shall be provided to the employees, an accurate

1 production record shall be maintained by the employer. Every employer shall also semimonthly or
2 at the time of each payment of wages furnish each employee, an itemized statement showing,
3 among other things all deductions.

4 41. DEFENDANTS knowingly and intentionally failed to comply with California
5 Labor Code section 226(a) and the applicable IWC Wage Order by failing to keep required accurate
6 payroll records and by failing, on each and every wage statement that was provided to PLAINTIFF
7 and members of the PLAINTIFF CLASS, to accurately reflect the required pieces of information
8 as required by Labor Code Section 226(a).

9 42. PLAINTIFF is informed and believes and thereon alleges that DEFENDANTS
10 knowingly and intentionally provided inaccurate payroll records to PLAINTIFF and members of
11 the PLAINTIFF CLASS. PLAINTIFF and members of the PLAINTIFF CLASS have suffered
12 actual damages as a result of DEFENDANTS' violation of Cal. Labor Code § 226(a) and the
13 applicable IWC Wage Order. In addition, PLAINTIFF and the PLAINTIFF CLASS have also
14 suffered, and will continue to suffer, actual damages in the form of additional litigation expenses
15 incurred to calculate lost wages. These additional litigation expenses include, but are not limited
16 to, attorney's fees, expert witnesses and other costs attendant to the calculation of lost wages when
17 such costs would not need to be incurred if DEFENDANTS had provided proper itemized wage
18 statements to PLAINTIFF and members of the PLAINTIFF CLASS that complied with California
19 Labor Code section 226(a) and the applicable IWC Wage Order.

20 43. California Labor Code section 226(e) and (g) provide that an employee suffering
21 injury as a result of a knowing and intentional failure by an employer to comply with subdivision
22 (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay
23 period in which a violation occurs and one hundred dollars (\$100) per employee for each violation
24 in subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000) and
25 is entitled to an award of costs and reasonable attorney's fees.

26 44. PLAINTIFF and members of the PLAINTIFF CLASS are therefore entitled to
27 recover damages, statutory penalties, interest, attorney's fees, and other court costs and expenses
28 of suit, according to proof at trial.

1 **FIFTH CAUSE OF ACTION**

2 **VIOLATION OF LABOR CODE SECTION 233**

3 **(CALIFORNIA LABOR CODE § 233)**

4 (By PLAINTIFF in her individual capacity and in her capacity as representative of all similarly
5 situated members of the PLAINTIFF CLASS against DEFENDANTS.)

6 45. PLAINTIFF realleges and incorporates by reference each and every allegation
7 contained in the foregoing paragraphs as though fully set forth here.

8 46. At all times alleged herein, Labor Code section 233 was in full force and effect.
9 This code section requires employers who provide sick leave for employees to permit an employee
10 to use in any calendar year the employee's accrued and available sick leave entitlement, in an
11 amount not less than the sick leave that would be accrued during six months at the employee's then
12 current rate of entitlement, for the reasons specified in subdivision (a) of Section 246.5.

13 47. DEFENDANTS' violated California Labor Code section 233 by DEFENDANTS'
14 failure to recognize, and pay all earned wages for all hours compensable for the reasons specified
15 in Labor Code Section 246.5 from the amount of sick leave accrued for PLAINTIFF and members
16 of the PLAINTIFF CLASS.

17 48. Accordingly, PLAINTIFF and members of the PLAINTIFF CLASS are entitled to
18 recover all damages, attorney's fees, penalties and other remedies available for violation of Labor
19 Code section 233.

20 **SIXTH CAUSE OF ACTION**

21 **UNFAIR BUSINESS PRACTICES**

22 **(CALIFORNIA BUSINESS AND PROFESSIONS CODE § 17200, ET SEQ.)**

23 (By PLAINTIFF in her individual capacity and in her capacity as representative of all similarly
24 situated members of the PLAINTIFF CLASS against DEFENDANTS.)

25 49. PLAINTIFF realleges and incorporates by reference each and every allegation
26 contained in the foregoing paragraphs as though fully set forth here.

27 50. The aforementioned violations constitute unfair business practices in violation of
28 the Unfair Competition Law, California Business and Professions Code Section 17200, et seq.

51. As a result of DEFENDANTS' unfair business practices, DEFENDANTS have reaped unfair benefits and illegal profits at the expense of PLAINTIFF and the PLAINTIFF CLASS. DEFENDANTS should be compelled to restore such monies to PLAINTIFF and the PLAINTIFF CLASS, including but not limited to unpaid sick leave pursuant to Labor Code Sections 246 *et seq.* and 233. DEFENDANTS' unfair business practices entitle PLAINTIFF and the PLAINTIFF CLASS to seek preliminary and permanent injunctive relief, including but not limited to, orders that DEFENDANTS account for and restore to PLAINTIFF and the PLAINTIFF CLASS the compensation unlawfully withheld from them.

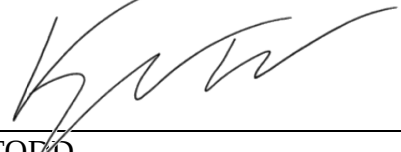
PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF and the PLAINTIFF CLASS pray judgment as follows:

1. That the Court determine that Causes of Action nos. 1 through 6 may be maintained as a class action.
2. For injunctive relief to stop DEFENDANTS' illegal practices described above, including, but not limited to, the payment of wages, including inaccurate itemized statements, failure to provide meal and rest breaks, compensation for sick days, and other practices;
3. For general and compensatory damages, according to proof;
4. For restitution of all monies due to PLAINTIFF and the PLAINTIFF CLASS;
5. For waiting time penalties pursuant to California Labor Code section 203;
6. For penalties pursuant to California Labor Code and all other applicable Labor Code and/or Employment Laws and Regulations;
7. For reasonable attorneys' fees, pursuant to California Code of Civil Procedure section 1021.5;
8. For attorney fees and costs pursuant to California Labor Code sections 218.5, 226 and 1194;
9. For interest accrued to date;
10. For costs of the suit incurred herein; and
11. For such other and further relief that the Court may deem just and proper.

1 Dated: February 2, 2022

KYLE TODD, P.C.

2
3 By: 

4 KYLE TODD

ALFREDO NAVA

Attorneys for Plaintiff SOPHIA SIMON

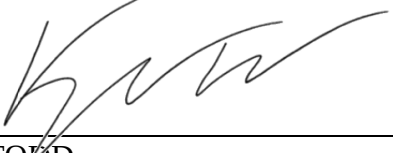
individually, and on behalf of all others similarly
situated

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8 **DEMAND FOR JURY TRIAL**

9 PLAINTIFF and members of the PLAINTIFF CLASS demand a trial by jury on all issues
10 so triable.
11

12 Dated: February 2, 2022

KYLE TODD, P.C.

13
14 By: 

15 KYLE TODD

ALFREDO NAVA

Attorneys for Plaintiff SOPHIA SIMON

individually, and on behalf of all others similarly
situated

SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

PICK-N-PULL AUTO DISMANTLERS, PASADENA, INC., a Texas corporation; SCHNITZER STEEL INDUSTRIES, INC., an Oregon corporation; and DOES 1 through 100, inclusive

YOU ARE BEING SUED BY PLAINTIFF: (LO ESTÁ DEMANDANDO EL DEMANDANTE):

SOPHIA SIMON, an individual, individually, on behalf of the general public, and all others similarly situated

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

ELECTRONICALLY FILED
Superior Court of California
County of Alameda
03/08/2022

Chad Finke, Executive Officer / Clerk of the Court
By: X. Bowie Deputy

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. ¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 o más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): René C. Davidson Courthouse
1225 Fallon Street, Oakland, CA 94612

CASE NUMBER: (Número del Caso):
22CV006441

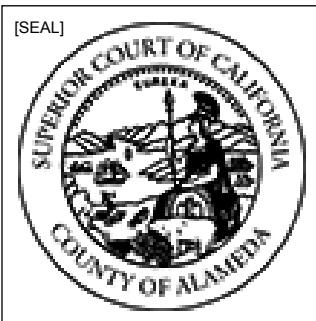
The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: (El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Kyle Todd, Kyle Todd, P.C. 611 Wilshire Blvd, Suite 315, Los Angeles, CA, 90017; 323-208-9171

DATE: (Fecha) 03/08/2022 Clerk, by X. Bowie, Deputy (Adjunto)
Chad Finke, Executive Officer / Clerk of the Court (Secretario)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010).)



NOTICE TO THE PERSON SERVED: You are served

- ☐ as an individual defendant.
- ☐ as the person sued under the fictitious name of (specify):
- ☐ on behalf of (specify):
under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):
- ☐ by personal delivery on (date)

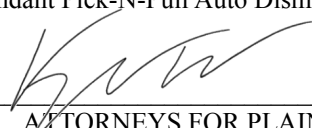
Attorney or Party without Attorney (Name/Address) Kyle Todd (State Bar No. 286370); Alfredo Nava (State Bar No. 282698) KYLE TODD, P.C. 611 Wilshire Blvd., Suite 315, Los Angeles, CA 90017 Telephone:		FOR COURT USE ONLY ELECTRONICALLY FILED Superior Court of California, County of Alameda 03/08/2022 at 11:02:41 AM By: Xian-xii Bowie, Deputy Clerk
SUPERIOR COURT OF CALIFORNIA COUNTY OF SAN MATEO COUNTY OF ALAMEDA 400 COUNTY CENTER RENÉ C. DAVIDSON COURTHOUSE REDWOOD CITY, CA 94063 1225 FALLON STREET, OAKLAND, CA 94612		
Plaintiff SOPHIA SIMON		
Defendant PICK-N-PULL AUTO DISMANTLERS, PASADENA, INC., ET AL		
AMENDMENT TO COMPLAINT		Case Number 22CV006441

FICTITIOUS NAME (no order required)

Upon filing the complaint herein, Plaintiff(s) being ignorant of the true name of a Defendant and having designated said Defendant in the complaint by the fictitious name of doe 1 and having discovered the true name of said Defendant to be Pick-N-Pull Auto Dismantlers, LLC

hereby amends the complaint by inserting such true name in place and stead of such fictitious name wherever it appears in said complaint. Plaintiff is now substituting doe 1 for Defendant Pick-N-Pull Auto Dismantlers, LLC.

DATED: March 2, 2022


 ATTORNEYS FOR PLAINTIFF(S)

INCORRECT NAME (requires order thereon)

Plaintiff(s) having designated a Defendant in the complaint by the incorrect name of _____ and having discovered the true name of the said Defendant to be _____ hereby amends the complaint by inserting such true name in place and stead of such incorrect name wherever it appears in said complaint.

 ATTORNEYS FOR PLAINTIFF(S)

ORDER

Proper cause appearing Plaintiff(s) is / are allowed to file the above amendment to the complaint.

DATED:

 JUDGE OF THE SUPERIOR COURT