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11 Attorneys for Plaintiff Martin Tinajero, a proxy for the State of California as an aggrieved
12 employee pursuant to the Private Attorneys General Act

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF STANISLAUS

12 MARTIN TINAJERO, a proxy for the State
13 of California as an aggrieved employee
14 pursuant to the Private Attorneys General
15 Act ("PAGA"),

16 Plaintiff,

17 vs.

18 PICK-N-PULL AUTO DISMANTLERS,
19 LLC, SCHNITZER STEEL INDUSTRIES,
20 INC. DBA PICK-N-PULL AUTO
21 DISMANTLERS, and PICK-N-PULL
22 AUTO DISMANTLERS, a California
23 general partnership, and DOES 1 through 10,
24 inclusive,

25 Defendants.

Case No.: CV-22-001946

ENFORCEMENT ACTION UNDER THE
PRIVATE ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE §§ 2698 *ET*
SEQ.

**COMPLAINT FOR CIVIL PENALTIES
FOR VIOLATIONS OF CALIFORNIA
LABOR CODE, PURSUANT TO PAGA, §§
2698, ET SEQ.**

Jury Trial Demanded

Sandhu, Sonny S.

This case has been assigned to Judge

Dept. 24

Department _____, for all purposes including Trial.

Electronically Filed
5/2/2022 10:16 AM
Superior Court of California
County of Stanislaus
Clerk of the Court
By: Christina Dixon, Deputy

\$435 PAID

1 Plaintiff Martin Tinajero (“Plaintiff”)—a proxy for the State of California as an
2 aggrieved employee—alleges, on behalf the State of California and all aggrieved employees, as
3 follows:

4 JURISDICTION AND VENUE

5 1. This is a law enforcement action under the Labor Code Private Attorneys
6 General Act of 2004, California Labor Code sections 2698 *et seq.* (“PAGA”) to recover civil
7 penalties and any other available relief on behalf of Plaintiff, the State of California, and other
8 current and former employees who worked for Defendants Pick-N-Pull Auto Dismantlers, LLC,
9 Schnitzer Steel Industries, Inc. dba Pick-N-Pull Auto Dismantlers, Pick-N-Pull Auto
10 Dismantlers, a California general partnership, and DOES 1 through 10, inclusive (collectively
11 “Defendants”) in California as non-exempt, hourly-paid employees and against whom one or
12 more violations of any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any
13 provision regulating hours and days of work in the applicable Industrial Welfare Commission
14 (“IWC”) Wage Order were committed, as set forth in this complaint (“Aggrieved Employees”),
15 at any time between one year before Plaintiff’s submission of the LWDA Notice (defined
16 below) in advance of Plaintiff’s filing of this complaint (in addition to all days the period was
17 stayed or tolled) until judgment. Plaintiff’s pro-rata share of civil penalties sought in this action
18 does not exceed \$75,000.

19 2. This Court has jurisdiction over this action pursuant to the California
20 Constitution, Article VI, section 10. The statute under which this action is brought does not
21 specify any other basis for jurisdiction.

22 3. This Court has jurisdiction over all Defendants because Defendants are either
23 citizens of California, have sufficient minimum contacts in California, or otherwise intentionally
24 avail themselves of the California market so as to render the exercise of jurisdiction over them
25 by the California courts consistent with traditional notions of fair play and substantial justice.
26 There is no basis for federal diversity jurisdiction in this action given that the State of
27 California, the real party in interest, is not a “citizen” for purposes of satisfying diversity
28 jurisdiction. *Urbino v. Orkin Servs. of Cal.*, 726 F.3d 1118, 1123 (9th Cir. Cal. 2013) (holding

1 when the real party in interest is a state, it cannot be a “citizen” for purposes of diversity
2 jurisdiction). *Urbino* also holds that civil penalties cannot be aggregated to satisfy the amount in
3 controversy requirement for federal diversity jurisdiction in this action, and that diversity
4 jurisdiction cannot be established when Plaintiff’s share of the civil penalties attributable to
5 violations personally suffered are less than \$75,000. *Id.* at 1122.

6 4. Venue is proper in this Court because Defendants employ Aggrieved Employees
7 in this county and Labor Code violations occurred throughout California, including in this
8 county. *Crestwood Behavioral Health, Inc. v. Superior Court of Alameda County*, 60
9 Cal.App.5th 1069, 1075 (2021) (“Venue is proper in any county in which an aggrieved
10 employee worked and Labor Code violations allegedly occurred.”)

11 5. PAGA authorizes aggrieved employees to sue as private attorneys general their
12 current or former employers for civil penalties for violations of various provisions in the
13 California Labor Code.

14 **THE PARTIES**

15 6. Plaintiff is a resident of California. Defendants employed Plaintiff from
16 approximately January 16, 2021, to approximately July 26, 2021, as a non-exempt hourly-paid
17 production crew employee at Defendants’ location in Merced, California. Plaintiff typically
18 worked eight or more hours per workday, five or more days per week, and up to forty or more
19 hours per week. Plaintiff’s job duties included, but were not limited to, processing vehicles in a
20 safe manner to produce core and scrap products, enabling the customers to pull parts,
21 satisfying environmental requirements, assisting customers as needed in a courteous manner,
22 reviewing and completing logs and assisting in the review and maintenance of mechanical
23 equipment, and other duties assigned as needed.

24 7. Plaintiff is informed and believes, and thereon alleges, that Defendants are
25 corporations authorized to do, and doing business in California, and at all times, an employer
26 whose employees are engaged throughout this county and the State of California.

27 8. Plaintiff is informed and believes, and thereon alleges, that Defendants operate a
28 chain of self-service auto parts stores and are one of the largest recyclers of end-of-life

1 vehicles in the industry. According to the Defendants' website, customers bring tools, pull
2 parts from vehicles, and pay for the parts. (See Pick-N-Pull, <https://www.picknpull.com/about/>
3 company-profile (last visited February 9, 2022).) Defendants purchase used and salvage
4 vehicles from tow companies, private parties, auto auctions, charities and insurance
5 companies. (*Id.*) Each location stocks hundreds of vehicles at a time and inventories are
6 constantly refreshing to provide a wide selection of vehicles and parts. (*Id.*) As vehicles
7 arrive, Defendants' employees inspect them, remove and recycle vehicle fluids and hazardous
8 materials and then place the vehicles on the sales floor where customers can access them.
9 (*Id.*).

10 9. Plaintiff is unaware of the true names or capacities of the Defendants sued herein
11 under the fictitious names DOES 1 through 10 and will seek leave of this Court to amend the
12 complaint and serve such fictitiously named defendants once their names and capacities become
13 known. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10 are the
14 partners, agents, owners, shareholders, managers, or employees of the other named Defendants,
15 and that each and all of the acts and omissions alleged were performed by, or is attributable to,
16 Defendants each acting as the agent, employee, alter ego, joint employer, and/or joint venturer
17 of, or working in concert with, each of the other co-Defendants and was acting within the course
18 and scope of such agency, employment, joint venture, or concerted activity with legal authority
19 to act on the others' behalf. The acts of any and all Defendants were in accordance with, and
20 represent, the official policy of Defendants.

21 10. At all relevant times, Defendants, and each of them, ratified each and every act or
22 omission complained of in this complaint. At all relevant times, Defendants, and each of them,
23 aided and abetted the acts and omissions of each and all the other Defendants in proximately
24 causing the harm and violations alleged in this PAGA only complaint.

25 11. Plaintiff is informed and believes, and thereon alleges, that each of the
26 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
27 omissions, occurrences, and transactions alleged in this complaint.
28

PAGA REPRESENTATIVE ALLEGATIONS

12. Plaintiff is informed and believes that Defendants maintain a centralized Human Resources department for all non-exempt, hourly-paid employees working for Defendants in California, including Plaintiff and Aggrieved Employees. At all relevant times, Defendants issued and maintained uniform, standardized practices and procedures for all non-exempt, hourly-paid employees in California, including Plaintiff and Aggrieved Employees, regardless of their location or position.

13. Upon information and belief, Defendants process payroll for all non-exempt, hourly-paid employees working for Defendants in California, including Plaintiff and Aggrieved Employees. Further, Defendants issue the same uniform and formatted wage statements to all non-exempt, hourly-paid employees in California, irrespective of their work location, position, or manner in which each employee's employment ended. Defendants' payroll department processed payroll for non-exempt, hourly-paid employees in the same manner throughout California. In other words, Defendants utilized the same methods and formulas when calculating wages and any other remunerations due to Plaintiff and Aggrieved Employees in California.

14. Defendants continue to employ non-exempt, hourly-paid employees in California.

15. Plaintiff is informed and believes, and thereon alleges, that at all times, Defendants were advised by skilled lawyers and other professionals, employees and advisors knowledgeable about California labor and wage law, employment and personnel practices, and about the requirements of California law.

16. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and Aggrieved Employees were not fully compensated because, among other reasons, all hours worked may not have been recorded and because Defendants did not always pay for all hours worked.

17. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and Aggrieved Employees were entitled to receive certain wages for overtime compensation and that they were not receiving overtime wages at the correct

overtime rate and/or for work that was required to be performed.

18. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and Aggrieved Employees were entitled to receive at least minimum wages for all hours worked. In violation of the California Labor Code, Plaintiff and Aggrieved Employees were not paid at least minimum wages for all work performed.

19. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and Aggrieved Employees were entitled to meal periods in accordance with the Labor Code; that Plaintiff and Aggrieved Employees were entitled to payment of one additional hour of pay at their regular rates of compensation when they were not provided with timely, uninterrupted, thirty-minute meal periods; and that Plaintiff and Aggrieved Employees were not provided with all meal periods nor payment of one additional hour of pay at their regular rates of compensation when they did not receive a timely, uninterrupted, thirty-minute meal period.

20. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and Aggrieved Employees were entitled to rest periods in accordance with the Labor Code and applicable IWC Wage Order, that Defendants knew or should have known that Plaintiff and Aggrieved Employees were entitled to payment of one additional hour of pay at their regular rates of compensation when they were not provided with a compliant rest period, and that Plaintiff and Aggrieved Employees were not provided compliant rest periods nor payment of one additional hour of pay at their regular rates of compensation when they were not provided a compliant rest period.

21. Plaintiff is informed and believes, and thereon alleges, that Defendants have had a systematic policy and/or practice of not providing suitable resting facilities to Plaintiff and other Aggrieved Employees as Defendants have not provided Plaintiff and Aggrieved Employees a facility to rest separate from their work areas and/or workstations and/or a facility that is suitable.

22. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and Aggrieved Employees were entitled to receive complete

1 and accurate wage statements in accordance with California law. In violation of the California
2 Labor Code, Plaintiff and Aggrieved Employees were not provided complete and accurate wage
3 statements.

4 23. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
5 should have known that they had a duty to maintain accurate and complete payroll records in
6 accordance with the Labor Code and applicable IWC Wage Order but failed to do so.

7 24. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
8 should have known that they had a duty to maintain accurate and complete time records in
9 accordance with the Labor Code and applicable IWC Wage Order but failed to do so.

10 25. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
11 should have known that Plaintiff and Aggrieved Employees were entitled to timely payment of
12 wages during their employment. In violation of the California Labor Code, Plaintiff and
13 Aggrieved Employees did not receive payment of all wages, including, but not limited to,
14 overtime wages, minimum wages, meal period and rest period premium wages, within
15 permissible time periods.

16 26. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
17 should have known that Plaintiff and Aggrieved Employees were entitled to timely payment of
18 all wages earned upon termination of employment. In violation of the California Labor Code,
19 Plaintiff and Aggrieved Employees did not receive payment of all wages due, including, but not
20 limited to, overtime wages, minimum wages, vacation/paid time off (also known as “PTO”)
21 pay, meal period and rest period premium wages, within permissible time periods.

22 27. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
23 should have known that they had a duty to provide Plaintiff and Aggrieved Employees with
24 written notice of the material terms of their employment with Defendants as required by the
25 California Wage Theft Prevention Act but failed to do so.

26 28. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
27 should have known that it is a violation of the California Labor Code to conduct unlawful
28 background checks and to require Plaintiff and other Aggrieved Employees to agree to unlawful

1 contract terms. Nevertheless, Defendants conducted unlawful background checks and required
2 Plaintiff and other Aggrieved Employees to agree to unlawful contract terms regarding
3 background checks.

4 29. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
5 should have known that it is a violation of the California Labor Code to require Plaintiff and
6 other Aggrieved Employees to agree to unlawful contract terms, such as noncompete
7 agreements. Nevertheless, Defendants required Plaintiff and other Aggrieved Employees to
8 agree to unlawful contract terms, including noncompete agreements.

9 30. Plaintiff is informed and believes, and thereon alleges, that Defendants have
10 implemented a policy and practice that has denied Plaintiff and other Aggrieved Employees of
11 their vacation/PTO pay at their final rates of pay at termination. Defendants have failed to pay
12 Plaintiff as well as the Aggrieved Employees their vacation/PTO pay at their final rates of pay
13 at termination.

14 31. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
15 should have known that they had a duty to provide Plaintiff and Aggrieved Employees with
16 vacation/PTO pay upon termination of employment as stated in Defendants' employment policy
17 as required by the California Labor Code but failed to do so.

18 32. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
19 should have known that they had a duty to provide Plaintiff and Aggrieved Employees with
20 written notice setting forth the amount of paid sick leave available, or paid time off leave an
21 employer provides in lieu of sick leave, for use on either the employee's itemized wage
22 statement or in a separate writing provided on the designated pay day with the employee's
23 payment of wages, but failed to do so in violation of the California Labor Code.

24 33. Plaintiff is informed and believes, and thereon alleges, that at all times,
25 Defendants knew or should have known that they had a duty to compensate Plaintiff and
26 Aggrieved Employees for all hours worked, and that Defendants had the financial ability to pay
27 such compensation, but failed to do so, and falsely represented to Plaintiff and Aggrieved
28 Employees that they were properly denied wages, all in order to increase Defendants' profits.

1 34. At all times, PAGA provides that any provision of law under the Labor Code and
2 applicable IWC Wage Order that provides for a civil penalty to be assessed and collected by the
3 Labor and Workforce Development Agency (“LWDA”) for violations of the California Labor
4 Code and applicable IWC Wage Order may, as an alternative, be recovered by aggrieved
5 employees in a civil action brought on behalf of themselves and other current or former
6 employees pursuant to procedures outlined in California Labor Code section 2699.3.

7 35. PAGA defines an “aggrieved employee” in Labor Code section 2699(c) as “any
8 person who was employed by the alleged violator and against whom one or more of the alleged
9 violations was committed.”

10 36. Plaintiff and other current and former employees of Defendants are “aggrieved
11 employees” as defined by Labor Code section 2699(c) in that they are all Defendants’ current or
12 former employees and one or more of the alleged violations were committed against them.

13 37. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved
14 employee, including Plaintiff, may pursue a civil action arising under PAGA after the following
15 requirements have been met:

- 16 (a) The aggrieved employee or representative shall give written notice by
17 online filing with the LWDA and by certified mail to the employer of the
18 specific provisions of the California Labor Code alleged to have been
19 violated, including the facts and theories to support the alleged violation.
- 20 (b) An aggrieved employee’s notice filed with the LWDA pursuant to
21 Section 2699.3(a) and any employer response to that notice shall be
22 accompanied by a filing fee of seventy-five dollars (\$75).
- 23 (c) The LWDA shall notify the employer and the aggrieved employee or
24 representative by certified mail that it does not intend to investigate the
25 alleged violation (“LWDA Notice”) within sixty (60) calendar days of the
26 postmark date of the aggrieved employee’s notice. Upon receipt of the
27 LWDA Notice, or if no LWDA Notice is provided within sixty-five (65)
28 calendar days of the postmark date of the aggrieved employee’s notice,

the aggrieved employee may commence a civil action pursuant to California Labor Code section 2699 to recover civil penalties.

38. Pursuant to California Labor Code section 2699.3(c), aggrieved employees, through Plaintiff, may pursue a civil action arising under PAGA for violations of any provision other than those listed in Section 2699.5 after the following requirements have been met:

- (a) The aggrieved employee or representative shall give (a) written notice by online filing with the LWDA and by certified mail to the employer of the specific provisions of the California Labor Code alleged to have been violated (other than those listed in Section 2699.5), including the facts and theories to support the alleged violation.
- (b) An aggrieved employee's notice filed with the LWDA pursuant to Section 2699.3(c) and any employer response to that notice shall be accompanied by a filing fee of seventy-five dollars (\$75).
- (c) The employer may cure the alleged violation within thirty-three (33) calendar days of the postmark date of the notice sent by the aggrieved employee or representative. The employer shall give written notice within that period of time by certified mail to the aggrieved employee or representative and by online filing with the LWDA if the alleged violation is cured, including a description of actions taken, and no civil action pursuant to Section 2699 may commence. If the alleged violation is not cured within the 33-day period, the aggrieved employee may commence a civil action pursuant to Section 2699.

39. On or about February 24, 2022, Plaintiff provided written notice by online filing to the LWDA and by Certified Mail to Defendants of the specific provisions of the California Labor Code alleged to have been violated, including facts and theories to support the alleged violations, accompanied by the applicable filing fee of seventy-five dollars (\$75). A true and correct copy of Plaintiff's written notice to the LWDA and Defendants dated February 24, 2022, is attached as Exhibit 1.

40. As of the filing of this complaint, 65 days have passed since Plaintiff sent the LWDA Notice described above to the LWDA, and the LWDA has not responded that it intends to investigate Plaintiff's claims and Defendants have not cured the violations.

41. Thus, Plaintiff has satisfied the administrative prerequisites under California Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants, in addition to other remedies, for violations of California Labor Code sections 201, 202, 203, 204, 223, 226(a), 226.7, 227.3, 432.5, 510, 512(a), 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2810.5 as well as all applicable IWC Wage Orders.

42. Defendants, at all times relevant to this complaint, were employers or persons acting on behalf of an employer(s) who violated Plaintiff's and Aggrieved Employees' rights by violating various sections of the California Labor Code as set forth in this complaint.

43. As set forth below, Defendants have violated numerous provisions of both the Labor Code sections regulating hours and days of work, as well as the applicable IWC Wage Order.

44. Pursuant to PAGA, and in particular, California Labor Code sections 2699(a), 2699.3(a), 2699.3(c), and 2699.5, Plaintiff, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for himself, all Aggrieved Employees, and the State of California against Defendants, in addition to other remedies, for violations of California Labor Code sections 201, 202, 203, 204, 223, 225.5, 226(a), 226.7, 227.3, 432.5, 510, 512(a), 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2810.5 as well as all applicable IWC Wage Orders.

FIRST CAUSE OF ACTION

For Civil Penalties Pursuant to California Labor Code sections 2698, *et seq.*

(Against all Defendants)

45. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

46. California Labor Code sections 2698, *et seq.* permit Plaintiff to recover various civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section

2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 203, 204, 223, 226(a), 226.7, 227.3, 432.5, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, and 2810.5(a)(1). Labor Code section 2699.3(c) permits aggrieved employees, including Plaintiff, to recover civil penalties for violations of those Labor Code sections not found in Section 2699.5, including Sections 225.5 and 1182.12.

47. Defendants' conduct, as alleged, violates numerous sections of the California Labor Code, including, but not limited to, the following:

- (a) Violations of Labor Code sections 510 and 1198, and the applicable IWC Wage Order for Defendants' failure to compensate Plaintiff and Aggrieved Employees with all required overtime pay, as set forth below;
- (b) Violations of Labor Code sections 223, 1182.12, 1194, 1197, 1197.1, and 1198 the applicable IWC Wage Order for Defendants' failure to compensate Plaintiff and Aggrieved Employees with at least minimum wages for all hours worked, as set forth below;
- (c) Violations of Labor Code sections 226.7, 512(a), and 1198, and the applicable IWC Wage Order for Defendants' failure to provide Plaintiff and Aggrieved Employees with meal periods and/or pay meal period premiums, as set forth below;
- (d) Violations of Labor Code sections 226.7 and 1198, and the applicable IWC Wage Order for Defendants' failure to provide Plaintiff and Aggrieved Employees with rest periods and/or pay rest period premiums, as set forth below;
- (e) Violations of Labor Code section 1198 and the applicable IWC Wage Order for failure to provide suitable resting facilities, as set forth below;
- (f) Violations of Labor Code sections 226(a) and 1198, and the applicable IWC Wage Order for failure to provide accurate and complete wage statements to Plaintiff and Aggrieved Employees, as set forth below;
- (g) Violations of Labor Code sections 1174(d) and 1198, and the applicable

IWC Wage Order for failure to maintain accurate payroll records, as set forth below;

- (h) Violations of Labor Code section 1198 and the applicable IWC Wage Order for failure to maintain accurate time records, as set forth below;
- (i) Violations of Labor Code section 204 for failure to timely pay all wages during employment, as set forth below;
- (j) Violations of Labor Code sections 201, 202, and 203, for failure to timely pay all earned wages upon termination, as set forth below;
- (k) Violations of Labor Code section 1198 and 2810.5(a)(1)(A)-(C) for failure to provide written notice of information material to Plaintiff's and Aggrieved Employees' employment with Defendants, as set forth below;
- (l) Violations of Labor Code section 432.5 for failure to conduct compliant background checks and/or requiring signatures on unlawful noncompete agreements, as set forth below; and
- (m) Violations of Labor Code section 227.3 for failure to pay for accrued vacation/PTO pay, as set forth below.

**FAILURE TO PAY OVERTIME WAGES IN
VIOLATION OF LABOR CODE SECTIONS 510 AND 1198 AND
CALIFORNIA CODE OF REGULATIONS TITLE 8, SECTION 11040 SUBD. 3**

48. Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable wage order. California Labor Code section 1198 requires that "... the standard conditions of labor fixed by the commission shall be the ... standard conditions of labor for employees. The employment of any employee ... under conditions of labor prohibited by the order is unlawful."

49. California Labor Code section 1198 and the applicable IWC Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person's regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

1 50. Specifically, the applicable IWC Wage Order provides that Defendants are and
2 were required to pay Plaintiff and Aggrieved Employees working more than eight hours in a day
3 or more than forty hours in a workweek, at the rate of time and one-half for all hours worked in
4 excess of eight hours in a day or more than forty hours in a workweek.

5 51. The applicable Wage Order further provides that Defendants are and were
6 required to pay Plaintiff and Aggrieved Employees working more than twelve hours in a day,
7 overtime compensation at a rate of two times their regular rate of pay and required to pay
8 Plaintiff and Aggrieved Employees at a rate of two times their regular rate of pay for hours
9 worked in excess of eight hours on the seventh consecutive day of a work in a workweek.

10 52. An employee's regular rate of pay includes all remuneration for employment
11 paid to, or on behalf of, the employee.

12 53. California Labor Code section 510 codifies the right to overtime compensation at
13 one and one-half times the regular rate of pay for hours worked in excess of eight hours in a day
14 or forty hours in a week or for the first eight hours worked on the seventh day of work, and to
15 overtime compensation at twice the employee's regular rate of pay for hours worked in excess
16 of twelve hours in a day or in excess of eight hours in a day on the seventh day of work.

17 54. At all relevant times, Defendants failed to pay all overtime wages owed to
18 Plaintiff and Aggrieved Employees. During the relevant time period, Plaintiff and other
19 Aggrieved Employees were not paid overtime premiums for all of the hours they worked in
20 excess of eight hours in a day, in excess of twelve hours in a day, in excess of forty hours in a
21 week, and/or for the seventh consecutive day of work, sometimes because all hours that they
22 worked were not recorded, and other times because they were simply not paid for all hours that
23 were recorded and/or worked. As a result, Plaintiff believes the hours he and other Aggrieved
24 Employees worked may not have been properly recorded and/or paid, and therefore, Plaintiff
25 and other Aggrieved Employees may not have been properly compensated for all hours that
26 were recorded and/or worked.

27 55. Additionally, Plaintiff and Aggrieved Employees have been subject to
28 Defendants' control during pre-shift and post-shift times, as well as during unpaid meal periods

1 resulting in unpaid overtime where they are not getting paid, which, when working overtime
2 eligible shifts results in underpaid overtime compensation. Based on information and belief, not
3 all recorded work hours were paid because of inaccurate timekeeping policies and practices. As
4 a result, Plaintiff believes the hours he and other Aggrieved Employees worked may not have
5 been properly recorded and/or paid, and therefore, Plaintiff and other Aggrieved Employees
6 may not have been properly compensated for all hours that were recorded and/or worked.

7 56. Defendants knew or should have known that, as a result of their policies,
8 practices and/or procedures, Plaintiff and other Aggrieved Employees were at times performing
9 their assigned duties off-the-clock, were subject to control of Defendants, and/or were suffered
10 or permitted to perform work for which they were not paid. Defendants also knew, or should
11 have known, that they did not compensate Plaintiff and other Aggrieved Employees for off-the-
12 clock work or all hours worked. Because Plaintiff and other Aggrieved Employees sometimes
13 worked shifts longer than eight hours a day, more than forty hours a week, and/or seven
14 consecutive days, some of the off-the-clock work qualified for overtime premium pay. At other
15 times, Defendants simply did not pay for all the hours that were recorded. Therefore, Plaintiff
16 and other Aggrieved Employees were not paid overtime wages for all of the overtime hours they
17 actually worked. Defendants' failure to pay Plaintiff and other Aggrieved Employees the
18 balance of overtime compensation, as required by California law, violates the provisions of
19 Labor Code sections 510 and 1198 and Wage Order No. 4.

20 57. Plaintiff is further informed and believes, and thereon alleges, that Defendants'
21 regular rate of pay for calculating overtime wages may not have included all required
22 remunerations, such as bonuses, or the correct calculation. During times when Plaintiff and
23 other Aggrieved Employees worked overtime, Defendants did not pay all overtime wages by
24 paying a lower overtime rate than required by California law.

25 58. Defendants have failed to compensate Plaintiff and other Aggrieved Employees
26 at the appropriate overtime rate. Defendants' failure to pay Plaintiff and other Aggrieved
27 Employees the balance of overtime compensation, as required by California law, violates the
28 provisions of Labor Code sections 510 and 1198 and Wage Order No. 4.

59. Based on the foregoing, Plaintiff and other Aggrieved Employees are entitled to recover civil penalties, attorneys' fees, costs, and interest for violations of Labor Code sections 510 and 1198 and Wage Order No. 4, pursuant to Labor Code sections 558, 1194, and/or 2699(a), (f), and (g).

**FAILURE TO PAY MINIMUM WAGES IN
VIOLATION OF LABOR CODE SECTIONS 223, 1182.12, 1194, 1197, 1197.1 AND 1198
AND CALIFORNIA CODE OF REGULATIONS TITLE 8, SECTION 11040 SUBD. 4**

60. At all relevant times, California Labor Code sections 223, 1182.12, 1194, 1197, 1197.1, and 1198 provide that the minimum wage for employees fixed by the IWC is the minimum wage to be paid to employees, and the payment of a wage less than the minimum so fixed is unlawful. Compensable work time defined in Wage Order No. 4 as "the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so." Cal. Code Regs. tit. 8, § 11040(2)(G) (defining "Hours Worked").

61. Defendants have not paid for all the time Plaintiff and Aggrieved Employees have worked throughout the day including all time spent working through meal periods and/or any other time in the day when the employees were performing work tasks subject to the control of Defendants. Plaintiff and other Aggrieved Employees are subjected to Defendants' control pre-shift, post-shift, and throughout the workday, even during unpaid periods of the workday such as unpaid meal periods.

62. Defendants also have had a continuous policy of not paying Plaintiff and Aggrieved Employees for all hours worked throughout the day, including, but not limited to before shifts start, after shifts end, and/or any other time in the day when the employees were performing work tasks, subject to the control of Defendants.

63. To the extent that the off-the-clock work and/or recorded hours did not qualify for overtime premium payment, Defendants did not pay at least minimum wages for those hours worked off-the-clock or that were recorded but not paid in violation of Labor Code sections 223, 1182.12, 1194, 1197, 1197.1, and 1198 and Wage Order No. 4. Plaintiff and other Aggrieved

Employees are therefore entitled to recover civil penalties, attorneys' fees, costs, and interest, pursuant to Labor Code sections 225.5, 1194, 1197.1 and/or 2699(a), (f), and (g).

**FAILURE TO PROVIDE MEAL PERIODS IN
VIOLATION OF LABOR CODE SECTIONS 226.7, 512(a), AND 1198 AND
CALIFORNIA CODE OF REGULATIONS TITLE 8, SECTION 11040 SUBD. 11**

64. At all relevant times, California Labor Code sections 226.7, 512(a), and 1198, and the applicable IWC Wage Order applied to Plaintiff's and Aggrieved Employees' employment by Defendants.

65. At all relevant times, California Labor Code section 512(a) provides that an employer may not require, cause, or permit an employee to work for a period of more than five hours per day without providing the employee with a meal period of not less than thirty minutes, except that if the total work period per day of the employee is not more than six hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Super. Ct.*, 53 Cal. 4th 1004, 1041-1042 (2012).

66. At all relevant times, California Labor Code sections 226.7, 512(a), and 1198 provide that no employer shall require an employee to work during any meal period mandated by an applicable order of the IWC. The wage order's meal period requirement is satisfied if "the employee (1) has at least 30 minutes uninterrupted, (2) is free to leave the premises, and (3) is relieved of all duty for the entire period." *Brinker Rest. Corp.*, 53 Cal. 4th at 1036.

67. At all relevant times, Labor Code sections 226.7, 512(a), and 1198, and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty minutes if an employee works over ten hours per day, and if one is not provided, pay an employee one additional hour of pay at the employee's regular rate of compensation, except that if the total hours worked is no more than twelve hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

68. Plaintiff is informed and believes, and thereon alleges, that Defendants prevented

1 Plaintiff and other Aggrieved Employees from taking all timely, uninterrupted meal periods,
2 including second meal periods, to which they were entitled. As a result of these policies and/or
3 practices, Plaintiff and other Aggrieved Employees continued to perform their assigned duties
4 without being able to take timely, compliant meal periods. Plaintiff and other Aggrieved
5 Employees had to work through part or all of their meal periods, had their meal periods
6 interrupted, and/or had to wait extended periods of time before taking meal periods. Moreover,
7 Defendants' policies and/or practices of communicating with employees regarding work-related
8 matters as well as directing employees to continue working and/or return to work during meal
9 periods resulted in employees not receiving timely, uninterrupted thirty-minute meal periods.

10 69. Defendants knew or should have known that as a result of these policies and/or
11 practices, Plaintiff and other Aggrieved Employees were prevented from being relieved of all
12 duties and required to perform some of their assigned duties during meal periods and that they
13 did not receive timely meal periods. As a result, Plaintiff and other Aggrieved Employees had to
14 work through all or part of their meal periods, have their meal periods interrupted, and/or wait
15 extended periods of time before taking meal periods.

16 70. Defendants have failed to provide meal periods to Plaintiff and other Aggrieved
17 Employees. As a matter of policy and practice, Defendants have not provided Plaintiff and other
18 Aggrieved Employees with full thirty-minute meal periods for each day worked where they are
19 free from Defendants' required duties and control. Defendants have subjected Plaintiff and other
20 Aggrieved Employees to control and demanding duties throughout their workday, even during
21 times which should constitute uninterrupted duty-free meal periods. Defendants have
22 encouraged and required employees to remain on the premises, to remain working, to
23 commute to and from the break area, and to respond to company inquiries, and/or remain
24 under employer control during meal periods. Furthermore, Defendants have forced Plaintiff
25 and Aggrieved Employees to use their meal period time to use the restrooms. For example,
26 Plaintiff and the Aggrieved Employees have been unable to relieve themselves unless they do
27 so during meal periods as Defendants discourage even a reasonable bathroom break.
28 Defendants have encouraged employees to stay working and/or under employer control.

71. Defendants also engaged in a systematic, company-wide policy and/or practice of not properly training Plaintiff and other Aggrieved Employees on their entitlement to meal period premium payments resulting from meal period violations. As such, Plaintiff was unaware of when meal period premiums were owed to Plaintiff. Accordingly, Plaintiff and other Aggrieved Employees did not receive all meal period premium wages owed when compliant meal periods were not provided. To the extent that Defendants did pay meal period premium wages to Aggrieved Employees, such payments were admissions of their failure to provide meal periods. Based upon information and belief, to the extent employees were paid bonuses or incentives, those payments have not been included in Defendants' regular rate of compensation for calculating meal period premiums and has resulted in an underpayment of meal period premium wages.

72. Accordingly, Defendants failed to provide all meal periods and/or pay all meal period premiums in violation of Labor Code sections 226.7, 512, and 1198 and Wage Order No. 4. Plaintiff and other Aggrieved Employees are therefore entitled to penalties, attorneys' fees, costs, and interest, pursuant to Labor Code sections 226.7, 512, 558, 1198, and 2699(a), (f), and (g).

**FAILURE TO PROVIDE REST PERIODS IN
VIOLATION OF LABOR CODE SECTIONS 226.7 AND 1198 AND
CALIFORNIA CODE OF REGULATIONS TITLE 8, SECTION 11040 SUBD. 12**

73. At all relevant times, California Labor Code sections 226.7 and 1198, and the applicable IWC Wage Order were applicable to Plaintiff and Aggrieved Employees' employment by Defendants.

74. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half hours.

75. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. To comply with its obligation to provide rest periods under Labor Code section 226.7 and the applicable IWC Wage Order, an employer must “relinquish any control over how employees spend their break time, and relieve their employees of all duties — including the obligation that an employee remain on call. A rest period, in short, must be a period of rest.” *Augustus v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 269-270 (2016). Pursuant to California Labor Code section 226.7(c) and the applicable IWC Wage Order, Plaintiff and Aggrieved Employees are entitled to recover from Defendants one additional hour of pay at their regular rates of compensation for each workday that a required rest period was not provided.

76. Moreover, upon information and belief, Defendants have also engaged in a systematic, company-wide practice and/or policy of not paying rest period premiums owed when rest periods are not provided. Thus, Defendants denied Plaintiff and Aggrieved Employees rest periods and failed to pay them rest period premium wages due, in violation of Labor Code section 226.7 and the applicable IWC Wage Order.

77. As with meal periods, Defendants’ policies and/or practices prevented Plaintiff and other Aggrieved Employees from being relieved of all duties to take compliant rest periods. As a result, Plaintiff and other Aggrieved Employees would frequently work shifts in excess of three and one-half hours, in excess of six hours, and/or in excess of ten hours without receiving all uninterrupted ten-minute rest periods to which they were entitled.

78. Defendants have failed to authorize and permit rest periods to Plaintiff and other Aggrieved Employees. As a matter of policy and practice, Defendants have not provided Plaintiff and other Aggrieved Employees with net ten-minute rest periods for each day worked where they are free from Defendants’ required duties and control. Defendants have subjected Plaintiff and other Aggrieved Employees to control and demanding duties throughout their workday, even during times which should constitute uninterrupted duty-free rest periods. Defendants have encouraged and required employees to remain on the premises, to remain

1 working, to commute to and from the break area, and to respond to company inquiries, and/or
2 remain under employer control during rest periods. Furthermore, Defendants have forced
3 Plaintiff and Aggrieved Employees to use their rest period time to use the restrooms. For
4 example, Plaintiff and the Aggrieved Employees have been unable to relieve themselves
5 unless they do so during rest periods as Defendants discourage even a reasonable bathroom
6 break. Defendants have encouraged employees to stay working and/or under employer control.

7 79. Defendants also engaged in a systematic, company-wide policy and/or practice of
8 not properly training Plaintiff and other Aggrieved Employees on their entitlement to rest period
9 premium payments resulting from rest period violations. As such, Plaintiff was unaware of
10 when rest period premiums were owed to him. Accordingly, Plaintiff and other Aggrieved
11 Employees did not receive all rest period premium wages owed when compliant rest periods
12 were not provided. To the extent that Defendants did pay rest period premium wages to
13 Aggrieved Employees, such payments were admissions of their failure to provide rest periods.
14 Based upon information and belief, to the extent employees were paid bonuses or incentives,
15 those payments have not been included in Defendants' regular rate of compensation for
16 calculating rest period premiums and has resulted in an underpayment of rest period premium
17 wages.

18 80. Accordingly, Defendants failed to provide all rest periods and/or pay all rest
19 period premiums in violation of Labor Code sections 226.7, and 1198 and Wage Order No. 4.
20 Plaintiff and other Aggrieved Employees are therefore entitled to penalties, attorneys' fees,
21 costs, and interest, pursuant to Labor Code sections 226.7, 1198, and 2699(a), (f), and (g).

22 **FAILURE TO PROVIDE SUITABLE RESTING FACILITIES IN**
23 **VIOLATION OF LABOR CODE SECTION 1198 AND CALIFORNIA CODE OF**
24 **REGULATIONS TITLE 8, SECTION 11040 SUBDIVISION 13(B)**

25 81. On information and belief, at all times relevant, the applicable IWC Order,
26 section 13(B) states: "[s]uitable resting facilities shall be provided in an area separate from the
27 toilet rooms and shall be available to employees during work hours." The suitable resting
28 facility requirement set forth in the applicable IWC Wage Orders is a standard condition of

1 labor for employees.

2 82. Defendants have a systematic policy and/or practice of not providing suitable
3 resting facilities to Plaintiff and Aggrieved Employees. For example, as a resting facility,
4 Defendants have provided limited, or no, seating and a table outside which has offered little, if
5 any, protection for employees from outdoor elements and weather conditions. Defendants have
6 not provided Plaintiff and Aggrieved Employees facilities to rest separate from their work areas
7 and/or workstations and/or rest facilities which are suitable.

8 83. Defendants' failure to provide Plaintiff and Aggrieved Employees with suitable
9 resting facilities has violated IWC Order No. 4-2001 section 13(B) in violation of Labor Code
10 section 1198 and the applicable Wage Order. Plaintiff and Aggrieved Employees are therefore
11 entitled to recover civil penalties, attorneys' fees, costs, and interest, pursuant to Labor Code
12 sections 2699(a), (f), and (g).

13 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS IN**
14 **VIOLATION OF CALIFORNIA LABOR CODE SECTIONS 226(a) AND 1198**

15 84. At all relevant times, Labor Code section 226(a) requires employers to make,
16 keep and furnish true, accurate, and complete employment records. Defendants have not
17 provided Plaintiff and other Aggrieved Employees with properly itemized wage statements.
18 Moreover, an aggrieved employee may seek civil penalties under Labor Code section 2699 for
19 violations of wage statement requirements without the need to establish injury. *Lopez v. Friant*
20 *& Associates, LLC*, 15 Cal.App.5th 773, 788 (2017) ("a plaintiff seeking civil penalties under
21 PAGA for a violation of section 226(a) does not have to satisfy the 'injury' and 'knowing and
22 intentional' requirements of section 226(e)(1).") Rather, Labor Code section 226.3 provides that
23 any employer who violates Section 226(a) shall be subject to a civil penalty in the amount of
24 \$250 per employee per violation in an initial citation and \$1,000 per employee for each
25 violation in a subsequent citation, for which the employer fails to provide the employee a wage
26 statement or fails to keep the required records pursuant to Section 226(a).

27 85. Defendants have provided Plaintiff and other Aggrieved Employees with
28 incomplete and inaccurate wage statements. Specifically, Defendants violated, among others,

Sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9). Because Defendants did not record all the hours Plaintiff and other Aggrieved Employees worked while off-the-clock and/or did not pay all hours recorded, Defendants did not list the correct amount of gross wages earned by Plaintiff and other Aggrieved Employees in compliance with Section 226(a)(1). Similarly, Defendants failed to list the correct amount of net wages earned by Plaintiff and other Aggrieved Employees in violation of Section 226(a)(5). Defendants have also failed to accurately list the total hours worked by Plaintiff and other Aggrieved Employees for work performed while on and off-the-clock in violation of Section 226(a)(2) and the applicable hourly rates in effect during the pay period and the corresponding number of hours worked in violation of Section 226(a)(9). The total regular, overtime hours listed in Defendants' wage statements, when added together, do not add up to the total hours worked by the employee during the pertinent time period. Likewise, Defendants provide wage statements which do not properly itemize the total hours worked because Defendants itemize the incorrect number of hours work or an undecipherable number of hours worked or both. Without additional information regarding the wage statement and undecipherable codes, an employee cannot simply 'arrive at the sum of hours worked.' Thus, Defendants' wage statements have not complied with Labor Code section 226(a)(2). Defendants also have failed to correctly list all applicable hourly rates in effect during the pay period, namely, correct overtime rate of pay and correct rates of pay for meal period and rest period premium wages, in violation of Section 226(a)(9). Defendants have failed to properly itemize the regular and overtime rates in effect during each pay period and the corresponding number of hours worked, making it difficult, if not impossible, to determine the correct pay rate promptly and easily with the corresponding hours and pay. Plaintiff's and other Aggrieved Employees' wage statements incorrectly show the regular rate, overtime rate, and incorrectly show regular hours and overtime hours at a different number of hours than worked by the employee during the pay period. Thus, if the employee were to add together the hours listed in the line items for regular and overtime hours, the total is incorrect because it is different than the total number of hours actually worked by the employee during the pay period. As such, Defendants' wage statements have not complied with Labor Code section 226(a)(9) which

1 requires an itemized statement to show “all applicable hourly rates in effect during the pay
2 period and the corresponding number of hours worked at each hourly rate by the employee.”
3 The coding on Defendants’ wage statements have not clearly engaged the employee’s use of
4 simple math to understand the rates of pay and total hours worked itemized on the wage
5 statements. Defendants’ wage statements here have confused and misled Plaintiff and the
6 Aggrieved Employees as to what the rates of pay and total hours worked are, a confusion that is
7 compounded by the fact that Defendants have not itemized the total hours worked on the wage
8 statements. Furthermore, because Defendants have failed to pay all meal period and rest period
9 premiums to Plaintiff and other Aggrieved Employees, Defendants have not listed the correct
10 amount of gross wages and net wages earned by Plaintiff and other Aggrieved Employees in
11 violation with Section 226(a)(1). For the same reason, Defendants have failed to list the correct
12 amount of net wages earned by Plaintiff and other Aggrieved Employees in violation of Section
13 226(a)(5).

14 86. Because Defendants have failed to provide, among other things, the accurate
15 number of total hours worked, gross wages earned, net wages earned, and the applicable hourly
16 rates in effect during the pay period and the corresponding number of hours worked on wage
17 statements, Plaintiff and other Aggrieved Employees have been prevented from verifying, solely
18 from information on the wage statements themselves, that they were paid correctly and in full,
19 and were given confusing and/or incomplete information about their employer. Instead, Plaintiff
20 and other Aggrieved Employees have had to look to sources outside of the wage statements
21 themselves and reconstruct time records to determine whether in fact they were paid correctly
22 and the extent of underpayment.

23 87. Plaintiff and other Aggrieved Employees are therefore entitled to recover
24 penalties, attorneys’ fees, costs, and interest pursuant to Labor Code sections 226(a), 226.3,
25 1198.5, and/or 2699(a), (f), and (g).
26
27
28

**FAILURE TO MAINTAIN ACCURATE PAYROLL RECORDS IN
VIOLATION OF CALIFORNIA LABOR CODE SECTIONS 1174(d) AND 1198 AND
CALIFORNIA CODE OF REGULATIONS TITLE 8, SECTION 11040 SUBD. 7**

88. At all times relevant, Labor Code section 1174(d) provides that “[e]very person employing labor in this state shall ... [k]eep a record showing the names and addresses of all employees employed and the ages of all minors” and “[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments...” Labor Code section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by Section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), Defendants wilfully failed to maintain accurate payroll records for Plaintiff and other Aggrieved Employees showing the daily hours they worked and the wages paid as a result of failing to record all hours worked and/or failing to correctly list the gross wages and/or net wages earned by them in violation of Labor Code section 1174(d).

89. Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Orders. Section 1198 further provides that “[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. Cal. Code Regs. tit. 8, § 11040, subd. 7. During the relevant time period, Defendants failed, on a company-wide basis, to keep accurate records of shift and meal period start and stop times for Plaintiff and other Aggrieved Employees, in violation of Section 1198 and Wage Order No. 4.

90. Because Defendants failed to provide, among other things, the accurate number of total hours worked, gross wages earned, net wages earned, the applicable hourly rates in

1 effect during the pay period and the corresponding number of hours worked on wage statements,
2 Plaintiff and other Aggrieved Employees have been prevented from verifying, solely from
3 information on the wage statements themselves, that they were paid correctly and in full and
4 were given confusing and/or incomplete information about their employer. Instead, Plaintiff and
5 other Aggrieved Employees have had to look to sources outside of the wage statements
6 themselves and reconstruct time records to determine whether in fact they were paid correctly
7 and the extent of underpayment, thereby causing them injury.

8 91. Plaintiff and other Aggrieved Employees are therefore entitled to recover
9 penalties, attorneys' fees, costs, and interest pursuant to Labor Code sections 1174.5 and/or
10 2699(a), (f), and (g).

11 **FAILURE TO MAINTAIN ACCURATE TIME RECORDS IN**
12 **VIOLATION OF CALIFORNIA LABOR CODE SECTION 1198 AND CALIFORNIA**
13 **CODE OF REGULATIONS TITLE 8, SECTION 11040 SUBDIVISION 7**

14 92. At all times relevant, California Labor Code section 1198 provides that the
15 maximum hours of work and the standard conditions of labor shall be those fixed by the Labor
16 Commissioner and as set forth in the applicable IWC Wage Orders. Section 1198 further
17 provides that "[t]he employment of any employees for longer hours than those fixed by the
18 order or under conditions of labor prohibited by the order is unlawful." Pursuant to the
19 applicable IWC Wage Order, employers are required to keep accurate time records showing
20 when the employee begins and ends each work period and meal period. Cal. Code Regs. Tit. 8,
21 § 11040(7)(A).

22 93. During the relevant time period, Defendants failed, on a company-wide basis, to
23 keep accurate records of shift and meal period start and stop times for Plaintiff and other
24 Aggrieved Employees, in violation of Section 1198 and Wage Order No. 4.

25 94. Because Defendants failed to provide, among other things, the accurate number
26 of total hours worked, gross wages earned, net wages earned, the applicable hourly rates in
27 effect during the pay period and the corresponding number of hours worked on wage statements,
28 Plaintiff and other Aggrieved Employees have been prevented from verifying, solely from

1 information on the wage statements themselves, that they were paid correctly and in full and
2 were given confusing and/or incomplete information about their employer. Instead, Plaintiff and
3 other Aggrieved Employees have had to look to sources outside of the wage statements
4 themselves and reconstruct time records to determine whether in fact they were paid correctly
5 and the extent of underpayment, thereby causing them injury.

6 95. Plaintiff and other Aggrieved Employees are therefore entitled to recover
7 penalties, attorneys' fees, costs, and interest pursuant to Labor Code sections 1174.5 and/or
8 2699(a), (f), and (g).

9 **FAILURE TO PAY WAGES DURING EMPLOYMENT IN**
10 **VIOLATION OF LABOR CODE SECTION 204**

11 96. At all times relevant, California Labor Code section 204 provides that all wages
12 earned by any person in any employment between the first and the fifteenth days, inclusive, of
13 any calendar month, other than those wages due upon termination of an employee, are due and
14 payable between the sixteenth and the twenty-sixth day of the month during which the labor was
15 performed.

16 97. At all times relevant, Labor Code section 204 provides that all wages earned by
17 any person in any employment between the sixteenth and the last day, inclusive, of any calendar
18 month, other than those wages due upon termination of an employee, are due and payable
19 between the first and the tenth day of the following month.

20 98. At all times relevant, Labor Code section 204 provides that all wages earned for
21 labor in excess of the normal work period shall be paid no later than the payday for the next
22 regular payroll period. Alternatively, at all relevant times, Labor Code section 204 provides that
23 the requirements of this section are deemed satisfied by the payment of wages for weekly,
24 biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days
25 following the close of the payroll period.

26 99. At all relevant times, Defendants failed to pay Plaintiff and other Aggrieved
27 Employees all wages due to them, including, but not limited to, overtime wages, and/or meal
28 and rest period premium wages, within any time period specified by Labor Code section 204.

100. Plaintiff and other Aggrieved Employees are entitled to recover penalties, attorneys' fees, costs, and interest, pursuant to Labor Code sections 210 and/or 2699(a), (f), and (g).

**FAILURE TO PAY WAGES UPON TERMINATION IN
VIOLATION OF CALIFORNIA LABOR CODE SECTIONS 201, 202 AND 203**

101. At all times relevant, Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two hours thereafter, unless the employee has given seventy-two hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

102. Defendants wilfully failed to pay Plaintiff and other Aggrieved Employees who are no longer employed by Defendants all their earned wages at the time of discharge, or within seventy-two hours of their leaving Defendants' employ in violation of California Labor Code sections 201-202. For example, Plaintiff was untimely paid Plaintiff's final wages after being terminated.

103. Furthermore, Defendants did not pay Plaintiff and other Aggrieved Employees who are no longer employed by Defendants all their earned wages, at the time of discharge, or within seventy-two hours of their leaving Defendants' employ including, but not limited to, overtime wages, minimum wages, vacation/PTO pay, and/or meal period and rest period premium wages.

104. Defendants' failure to pay Plaintiff and Aggrieved Employees who are no longer employed by Defendants their wages earned and unpaid at the time of discharge, or within 72 hours of their leaving Defendants' employment, violates Labor Code sections 201, 202, and 203. Plaintiff and Aggrieved Employees are therefore entitled to recover civil penalties, attorneys' fees, costs, and interest, pursuant to Labor Code sections 2699(a), (f), and (g).

**FAILURE TO PROVIDE WRITTEN NOTICE OF MATERIAL TERMS OF
EMPLOYMENT IN VIOLATION OF LABOR CODE SECTIONS 1198 AND 2810.5**

105. California's Wage Theft Prevention Act was enacted to ensure that employers provide employees with basic information material to their employment relationship at the time of hiring, and to ensure that employees are given written and timely notice of any changes to basic information material to their employment. Codified at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an employer must provide written notice to employees containing basic and material payroll information, including, among other things, the rate(s) of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, the regular payday designated by the employer, and any allowances claims as part of the minimum wage, including meal or lodging allowances.

106. Effective January 1, 2015, an employer's written notice pursuant to section 2810.5 must also include a statement that the employee may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates.

107. During the relevant time period, Defendants failed to provide a written notice to Plaintiff and Aggrieved Employees that lists the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C) on a company-wide basis.

108. On information and belief, Defendants failed to provide Plaintiff and Aggrieved Employees written notice that lists all the requisite information set forth in Labor Code section 2810.5(a)(1). Defendants produced Plaintiff's personnel file and a portion of Plaintiff's employment records. Absent from Plaintiff's personnel file and employment records was a Section 2810.5 notice containing all the requisite information. For example, Defendants' have failed to provide Plaintiff and other Aggrieved Employees with written notice of basic information regarding their employment with Defendants, such as a statement that an employee may accrue and use sick leave, has a right to request and use accrued paid sick

1 leave, may not be terminated or retaliated against for using or requesting the use of accrued
2 paid sick leave, and has the right to file a complaint against an employer who retaliates.

3 109. Defendants' failure to provide Plaintiff and Aggrieved Employees with written
4 notice of basic information regarding their employment with Defendants, such as the rate(s) of
5 pay and rate(s) for overtime, is in violation of Labor Code section 2810.5.

6 110. Plaintiff and Aggrieved Employees are therefore entitled to recover civil
7 penalties, attorneys' fees, costs, and interest, pursuant to Labor Code sections 2699(a), (f), and
8 (g).

9 **REQUIRING AGREEMENT TO TERMS AND/OR CONDITIONS PROHIBITED BY**
10 **LAW IN VIOLATION OF LABOR CODE SECTION 432.5**

11 111. At all times relevant, the Investigative Consumer Reporting Agencies Act, Civil
12 Code sections 1786, *et seq.* ("ICRAA"), mandated several requirements prior to and following
13 an employee background check, including but not limited to, identifying an appropriate reasons
14 for the background check, a separate consent form with required disclosures and certain
15 formatting requirements, additional forms such as a summary of rights, as well as proper notice
16 of adverse actions taken, among other statutory requirements. A violation of ICRAA results in a
17 violation of Labor code section 432.5, which provides that "[n]o employer, or agent, manager,
18 superintendent, or officer thereof, shall require any employee or applicant for employment to
19 agree, in writing, to any term or condition which is known by such employer, or agent, manager,
20 superintendent, or officer thereof to be prohibited by law."

21 112. In violation of Labor Code section 432.5, Defendants have required Plaintiff and
22 other Aggrieved Employees to undergo background checks that they knew or should have
23 known were unlawful. For example, upon information and belief, Defendants have required
24 Plaintiff and other Aggrieved Employees to agree in writing to unlawful background checks that
25 have failed to abide by the requirements set forth in ICRAA. Defendants have not provided
26 Plaintiff and other Aggrieved Employees with, among other things, a separate ICRAA written
27 notice of the intent to obtain a background check report; a notice that is clear, conspicuous, and
28 in writing; a document that consists solely of the required disclosure; a notice that states the

1 nature and scope of the information requested pursuant to ICRAA; and a summary of the
2 employee's rights pursuant to ICRAA.

3 113. In addition, or in the alternative, on information and belief, Defendants have
4 required Plaintiff and other Aggrieved Employees to sign illegal noncompetition agreements,
5 and Plaintiff and other Aggrieved Employees have signed illegal noncompetition agreements.
6 Under Labor Code section 432.5, an employer cannot "require any employee or applicant for
7 employment to agree, in writing, to any term or condition which is known by such employer,
8 or agent, manager, superintendent, or officer thereof to be prohibited by law." Noncompetition
9 agreements are invalid in California under Business and Professions Code section 16600, even
10 if narrowly drawn, unless they fall within the applicable statutory exceptions of Sections
11 16601, 16602, or 16602.5. None of the statutory exceptions apply. By requiring Plaintiff and
12 other Aggrieved Employees to sign noncompete agreements, Defendants have violated
13 Business and Professions Code section 16600 implicating and violating Labor Code section
14 432.5.

15 114. Defendants required agreement to terms and conditions prohibited by law and
16 failure to provide the items required by ICRAA violates Labor Code section 432.5 and/or by
17 required agreement to noncompete agreements. Plaintiff and other Aggrieved Employees are
18 therefore entitled to recover civil penalties, attorneys' fees, costs, and interest pursuant to Labor
19 Code sections 2699(a), (f), and (g).

20 **FAILURE TO PAY VACATION/PTO PAY AT TERMINATION IN**
21 **VIOLATION OF LABOR CODE SECTION 227.3**

22 115. At all relevant times, pursuant to Labor Code section 227.3, whenever a contract
23 of employment or employer policy provides for paid vacations, and an employee is terminated
24 without having taken the employee's vested vacation time, all vested vacation time shall be paid
25 to the employee as wages at the employee's final rate of pay in accordance with such contract of
26 employment or employer policy respecting eligibility or time served; provided, however, that an
27 employment contract or employer policy shall not provide for forfeiture of vested vacation time
28 upon termination.

116. In violation of Labor Code section 227.3, Defendants have implemented a policy and practice that has denied Plaintiff and other Aggrieved Employees of their vacation/PTO pay at their final rates of pay at termination.

117. As a result of Defendants' violations of Labor Code section 227.3, Plaintiff and other Aggrieved Employees are entitled to recover civil penalties, attorneys' fees, costs, and interest pursuant to Labor Code sections 2699(a), (f), and (g).

REQUEST FOR JURY TRIAL

Plaintiff requests a trial by jury.

PRAYER FOR RELIEF

Plaintiff, on behalf of the State of California and all Aggrieved Employees, prays for relief and judgment against Defendants, jointly and severally, as follows:

1. For civil penalties and attorneys' fees and costs in excess of twenty-five thousand dollars (\$25,000). Plaintiff reserves the right to amend his prayer for relief to seek a different amount.

As to the First Cause of Action

2. That the Court declare, adjudge and decree that Defendants violated the following California Labor Code provisions as to Plaintiff and/or Aggrieved Employees: 510 and 1198 (by failing to pay all overtime compensation); 223, 1182.12, 1194, 1197, 1197.1 and 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 512(a), and 1198 (by failing to provide all meal periods); 226.7 and 1198 (by failing to provide all rest periods); 1198 and California Code of Regulations, Title 8, section 11040(13)(B) (by failing to provide suitable resting facilities); 226(a) and 1198 (by failing to provide accurate wage statements); 1174(d), 1198 and California Code of Regulations, Title 8, section 11040(7) (by failing to maintain accurate and complete payroll records); 1198 and California Code of Regulations, Title 8, section 11040(7) (by failing to maintain accurate and complete time records); 204 (by failing timely to pay all earned wages during employment); 201, 202, and 203 (by failing timely to pay all earned wages upon termination); 1198 and 2810.5 (by failing timely to provide written notice of material terms of employment); 432.5 (by requiring employees to agree to unlawful

background checks and unlawful noncompete agreements); and 227.3 (by failing to pay vacation/PTO pay at termination);

3. For civil penalties pursuant to California Labor Code sections 226.3, 558, 1174.5, 1197.1, 2699(a) and/or 2699(f) and (g), for violations of California Labor Code sections 201, 202, 203, 204, 223, 225.5, 226(a), 226.7, 227.3, 432.5, 510, 512(a), 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 1198.5, and 2810.5 as well as all applicable IWC Wage Orders;

4. For attorneys' fees and costs pursuant to California Labor Code sections 1194(a), 2699(g)(1), and any and all other relevant statutes, for Defendants' violations of California Labor Code sections 201, 202, 203, 204, 223, 226(a), 226.7, 227.3, 432.5, 510, 512(a), 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2810.5;

5. For pre-judgment and post-judgment interest as provided by law; and

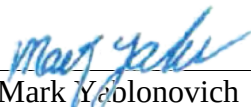
6. For such other and further relief as the Court may deem equitable and appropriate.

Dated: May 2, 2022

Respectfully submitted,

Law Offices of Mark Yablonovich

By:



Mark Yablonovich

Lisa Hartlep

Tony Roberts

Attorneys for Plaintiff Martin Tinajero, a proxy for the State of California as an aggrieved employee pursuant to the Private Attorneys General Act

Exhibit 1

Martin Tinajero v. Pick-N-Pull Auto Dismantlers, LLC, et al.

LAW OFFICES OF
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BEVERLY HILLS, CALIFORNIA 90212-2511
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February 24, 2022

VIA ONLINE SUBMISSION

California Labor and Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.tfaforms.net/308>)

Subject: *Martin Tinajero v. Pick-N-Pull Auto Dismantlers, LLC, et al.*

Dear PAGA Administrator:

This law firm represents Martin Tinajero (“Mr. Tinajero”) in connection with his claims under the California Labor Code against Mr. Tinajero’s former employers Pick-N-Pull Auto Dismantlers, LLC, Pick-N-Pull Auto Dismantlers, a California general partnership, and Schnitzer Steel Industries, Inc. dba Pick-N-Pull Auto Dismantlers (collectively “Pick-N-Pull”).

The employer(s) may be contacted directly:

Pick-N-Pull Auto Dismantlers, LLC
Pick-N-Pull Auto Dismantlers, a California general partnership
Schnitzer Steel Industries, Inc. dba Pick-N-Pull Auto Dismantlers.
299 SW Clay Street, Suite 350
Portland, Oregon 97201

Mr. Tinajero intends to seek civil penalties, attorneys’ fees, costs, and all other available relief for Pick-N-Pull’s violations of the California Labor Code, which are recoverable under Sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 (“PAGA”). Mr. Tinajero seeks relief on behalf of himself, the State of California, and all other persons who are or were employed by Pick-N-Pull in California as non-exempt, hourly-paid employees and who received or should have received at least one wage statement during the relevant time period which begins one year prior to the date of this notice (“Aggrieved Employees”). Mr. Tinajero sends this letter in compliance with the notice and reporting requirements of Labor Code section 2699.3.

Pick-N-Pull employed Mr. Tinajero from approximately January 16, 2021, to approximately July 26, 2021, as a non-exempt, hourly-paid production crew employee out of Pick-N-Pull’s Merced, California location. Mr. Tinajero typically worked approximately eight hours or more per workday, five or more days per week, and up to forty hours or more per week. Mr. Tinajero’s job duties included, but were not limited to, processing vehicles in a safe manner to produce core and scrap products, enabling the customers to pull parts, satisfying environmental requirements, assisting customers as needed in a courteous manner, reviewing and completing logs and assisting in the review and maintenance of mechanical equipment.

Pick-N-Pull committed one or more of the following Labor Code violations against Mr. Tinajero

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and/or the Aggrieved Employees, the facts and theories of which follow, making Mr. Tinajero an “aggrieved employee” pursuant to California Labor Code section 2699(c):¹

Pick-N-Pull’s Company-Wide and Uniform Payroll and Human Resources Practices

Pick-N-Pull operates a chain of self-service auto parts stores and is one of the largest recyclers of end-of-life vehicles in the industry. Customers bring tools, pull parts from vehicles, and pay for the parts. Pick-N-Pull has recycled more than 350,000 vehicles and serviced more than 5.4 million self-service customers each year. Pick-N-Pull purchases used and salvage vehicles from tow companies, private parties, auto auctions, charities and insurance companies. Each location stocks hundreds of vehicles at a time and inventories are constantly refreshing to provide a wide selection of vehicles and parts. As vehicles arrive, Pick-N-Pull employs employees to inspect them, remove and recycle vehicle fluids and hazardous materials and then place the vehicles on the sales floor where customers can access them.²



Source: See Pick-N-Pull <https://www.picknpull.com/about/company-profile> (last visited February 9, 2022)

Upon information and belief, Pick-N-Pull maintains a centralized Human Resources department for all non-exempt, hourly-paid employees working for Pick-N-Pull in California, including Mr. Tinajero and other Aggrieved Employees.

¹ These facts, theories, and claims are based on Mr. Tinajero’s experience and counsel’s review of those records currently available relating to Mr. Tinajero’s employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of, typically because the aggrieved employee was not aware of the law’s requirements and/or the employer’s obligations, the employer misinformed its employee of the law’s requirements, or because the employer effectively hid the violations. Thus, Mr. Tinajero reserves the right to supplement this letter with additional facts, theories, and claims if Mr. Tinajero becomes aware of them subsequent to the submission of this letter.

² See Pick-N-Pull, <https://www.picknpull.com/about/company-profile> (last visited February 9, 2022)

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At all relevant times, Pick-N-Pull issued and maintained uniform, standardized policies, practices and/or procedures for all non-exempt, hourly-paid employees in California, including Mr. Tinajero and other Aggrieved Employees, regardless of their location, position, or job duties.

Upon information and belief, Pick-N-Pull maintains a centralized payroll department which processes payroll for all non-exempt, hourly-paid employees working for Pick-N-Pull in California, including Mr. Tinajero and other Aggrieved Employees. Further, Pick-N-Pull issues the same uniform and formatted wage statements to all non-exempt, hourly-paid employees in California, irrespective of their location, position, or manner in which each employee's employment ended. Pick-N-Pull's centralized payroll department processes payroll for all non-exempt, hourly-paid employees in the same manner throughout California. In other words, Pick-N-Pull has utilized the same methods and formulas when calculating wages and any other remunerations owed to Mr. Tinajero and other Aggrieved Employees in California.

Violations of California Labor Code Sections 510 and 1198 and California Code of Regulations Title 8, Section 11040 Subdivision 3

California Labor Code sections 510 and 1198 and California Code of Regulations Title 8, section 11040 ("Wage Order No. 4"),³ require employers to pay employees working more than eight hours in a day, more than forty hours in a workweek, or for the first eight hours on the seventh consecutive day of work at the rate of time-and-one-half times the regular rate of pay for all hours worked in excess of eight hours in a day, in excess of forty hours in a workweek, and during the first eight hours on the seventh consecutive day of work. The applicable Wage Order further provides that employers are required to pay employees working more than twelve hours in a day or in excess of eight hours on the seventh consecutive day overtime compensation at a rate of two times their regular rate of pay.

Pick-N-Pull failed to pay all overtime wages owed to Mr. Tinajero and other Aggrieved Employees. During the relevant time period, Mr. Tinajero and other Aggrieved Employees were not paid overtime premiums for all of the hours they worked in excess of eight (or twelve) hours in a day, in excess of forty hours in a week, and/or for the seventh consecutive day of work (or in excess of eight hours on the seventh consecutive day of work), sometimes because all hours that they worked were not recorded, and other times because they were simply not paid for all hours that were recorded and/or worked. Aggrieved Employees have been subject to Pick-N-Pull's control during these times, as well as during unpaid meal periods resulting in unpaid overtime where they are not getting paid, which, when working overtime-eligible shifts, results in underpaid overtime compensation. Based on information and belief, not all recorded work hours were paid because of inaccurate timekeeping policies and practices. As a result, Mr. Tinajero believes the hours Mr. Tinajero and other Aggrieved Employees worked may not have been properly recorded and/or paid, and therefore, Mr. Tinajero and other Aggrieved Employees may not have been properly compensated for all hours that were recorded and/or worked.

³ To the extent any other Wage Order applies to any of the claims in this letter, Pick-N-Pull also violated those wage orders.

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Pick-N-Pull knew or should have known that, as a result of its policies, practices and/or procedures, Mr. Tinajero and other Aggrieved Employees were at times performing their assigned duties off-the-clock (and/or unrecorded), were subject to control of Pick-N-Pull, and/or were suffered or permitted to perform work for which they were not paid. Pick-N-Pull also knew, or should have known, that it did not compensate Mr. Tinajero and other Aggrieved Employees for off-the-clock work or all hours worked. Because Mr. Tinajero and other Aggrieved Employees sometimes worked shifts longer than eight hours a day, more than forty hours a week, and/or seven consecutive days (or in excess of eight hours on the seventh consecutive day), some of the unrecorded work qualified for overtime premium pay. At other times, Pick-N-Pull simply did not pay for all the hours that were recorded. Therefore, Mr. Tinajero and other Aggrieved Employees were not paid overtime wages for all of the overtime hours they actually worked. Pick-N-Pull's failure to pay Mr. Tinajero and other Aggrieved Employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198 and the applicable Wage Order.⁴

Based on the foregoing, Mr. Tinajero and other Aggrieved Employees are entitled to recover civil penalties, attorneys' fees, costs, and interest for violations of Labor Code sections 510 and 1198 and the applicable Wage Order, pursuant to Labor Code sections 558, 1194, and/or 2699(a), (f), and (g).

Violation of California Labor Code Sections 223, 1182.12, 1194, 1197, 1197.1, and 1198 and California Code of Regulations Title 8, Section 11040 Subdivision 4

Labor Code sections 223, 1182.12, 1194, 1197, 1197.1, and 1198 and the applicable Wage Order require employers to pay employees the minimum wage fixed by the Industrial Welfare Commission ("IWC"). The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined by the applicable Wage Order as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." Cal. Code Regs. tit. 8, § 11040, subd. 2(K) (defining "Hours Worked").

Pick-N-Pull has not paid for all the time Mr. Tinajero and Aggrieved Employees have worked throughout the day including all time in the workday when the employees were performing work tasks subject to the control of Pick-N-Pull. Mr. Tinajero and other Aggrieved Employees are subjected to Pick-N-Pull's control pre-shift, post-shift, and throughout the workday.

To the extent that the off-the-clock work and/or recorded hours did not qualify for overtime premium payment, Pick-N-Pull did not pay at least minimum wages for those hours worked off-the-clock or that were recorded but not paid in violation of Labor Code sections 223, 1182.12, 1194, 1197, 1197.1, and 1198 and the applicable Wage Order. Mr. Tinajero and other Aggrieved

⁴ Furthermore, Pick-N-Pull's regular rate of pay for calculating overtime wages may not have included all required remunerations or the correct calculation. During times when Mr. Tinajero and other Aggrieved Employees worked overtime or on call or both, Pick-N-Pull did not pay all overtime wages by paying a lower overtime rate than required by California law.

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Employees are therefore entitled to recover civil penalties, attorneys' fees, costs, and interest, pursuant to Labor Code sections 225.5,⁵ 1194, 1197.1 and/or 2699(a), (f), and (g).

Violation of California Labor Code Sections 226.7, 512(a), and 1198 and California Code of Regulations Title 8, Section 11040 Subdivisions 11 and 12

Labor Code sections 226.7, 512(a) and 1198 and the applicable Wage Order require employers to provide meal periods and rest periods and to pay employees one additional hour of pay at the employee's regular rate of compensation for each workday that a meal period or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable Wage Order, an employer may not require, cause or permit an employee to work for a period of more than five hours per day without providing the employee with an uninterrupted duty-free and control-free meal period of not less than thirty minutes, except that if the total work period per day of the employee is not more than six hours, the meal period may be waived by mutual consent of both the employer and the employee.

Under California law, first meal periods must start no later than the end of an employee's fifth hour of work. *See Brinker Rest. Corp. v. Super. Ct.*, 53 Cal. 4th 1004, 1041-1042 (2012); *see also* Cal. Code Regs. tit. 8, § 11040, subd. 11. Labor Code sections 226.7 and 512(a) also require employers to provide a second meal period of not less than thirty minutes if an employee works over ten hours in a day, except that if the total hours worked is no more than twelve hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was taken.

Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable IWC Wage Order. The applicable Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3½) hours. Cal. Code Regs. tit. 8, § 11040, subd. 12. To comply with its obligation to provide rest periods under Labor Code section 226.7 and the applicable Wage Order, an employer must "relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest." *Augustus, et al. v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 269-270 (2016).

Pick-N-Pull has failed to provide meal periods and authorize and permit rest periods to Mr. Tinajero and other Aggrieved Employees. As a matter of policy and practice, Pick-N-Pull has not provided Mr. Tinajero and other Aggrieved Employees with full 30-minute meal periods and net 10-minute rest periods for each day worked where they are free from Pick-N-Pull's required duties and control. Pick-N-Pull's companywide policy has been that due to the nature of Mr.

⁵ Labor Code section 2699.3(c) permits aggrieved employees such as Mr. Tinajero to recover civil penalties for violations of those Labor Code sections not found in Section 2699.5, including Section 225.5.

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Tinajero's and the Aggrieved Employees' job duties meal periods and rest periods must be taken on duty and paid at the hourly rate. Pick-N-Pull has subjected Mr. Tinajero and other Aggrieved Employees to control and demanding duties throughout their workday, even during times which should constitute uninterrupted duty-free rest periods and meal periods. Pick-N-Pull encourages and requires employees to remain on the premises, to remain working, to commute to and from suitable resting facilities, and to respond to company inquiries, and/or remain under employer control during both meal periods and rest periods. Furthermore, Pick-N-Pull has forced Mr. Tinajero and Aggrieved Employees to use their meal period or rest period time to use the restrooms. For example, Mr. Tinajero and the Aggrieved Employees have been unable to relieve themselves unless they do so during meal periods and or rest periods as Pick-N-Pull discourages even a reasonable bathroom break.

Pick-N-Pull knew or should have known that as a result of its policies and/or practices, Mr. Tinajero and other Aggrieved Employees were prevented from being relieved of all duties and employer control and required to perform some of their assigned duties during meal periods and rest periods and that they did not receive timely meal periods and rest periods. As a result, Mr. Tinajero and other Aggrieved Employees have had to work through all or part of their meal periods and rest periods, have their meal periods and rest periods interrupted, and/or have waited extended periods of time before taking meal periods and rest periods.

Pick-N-Pull has also engaged in a systematic, company-wide policy and/or practice of not properly training Mr. Tinajero and other Aggrieved Employees on their entitlement to meal period and rest period premium payments resulting from meal period and rest period violations. Mr. Tinajero and other Aggrieved Employees have been unaware of when meal period and/or rest period premiums were owed to them. Based upon information and belief, Mr. Tinajero and other Aggrieved Employees have not received all meal period and/or rest period premium wages owed when compliant meal periods and rest periods have not been provided. To the extent that Pick-N-Pull did pay meal period and/or rest period premium wages to Mr. Tinajero and other Aggrieved Employees, such payments were admissions of its failure to provide compliant meal periods and rest periods.⁶

Accordingly, Pick-N-Pull has failed to provide all meal periods and rest periods and/or pay all meal period and rest period premiums, in violation of Labor Code sections 226.7, 512, and 1198 and the applicable Wage Order. Mr. Tinajero and other Aggrieved Employees are therefore entitled to civil penalties, attorneys' fees, costs, and interest, pursuant to Labor Code sections 226.7, 558 and/or 2699(a), (f), and (g).

Violations of California Labor Code Section 226(a)

Labor Code section 226(a) requires employers to keep and furnish accurate and complete

⁶ Furthermore, based upon information and belief, to the extent employees should or were paid bonuses, such as sign-on bonuses, or incentives, those payments have not been included in Pick-N-Pull's regular rate of compensation for calculating meal period and/or rest period premiums and has resulted in an underpayment of meal period and/or rest period premium wages.

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employment records. Pick-N-Pull has not provided Mr. Tinajero and other Aggrieved Employees with properly itemized wage statements. Moreover, an aggrieved employee may seek civil penalties under Labor Code section 2699 for violations of wage statement requirements without the need to establish injury. *Lopez v. Friant & Associates, LLC*, 15 Cal.App.5th 773, 788 (2017) (“a plaintiff seeking civil penalties under PAGA for a violation of section 226(a) does not have to satisfy the ‘injury’ and ‘knowing and intentional’ requirements of section 226(e)(1).”). Rather, Labor Code section 226.3 provides that any employer who violates Section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

Pick-N-Pull has provided Mr. Tinajero and other Aggrieved Employees with incomplete and inaccurate wage statements. Specifically, Pick-N-Pull has violated, among others, Sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9). Because Pick-N-Pull has not recorded all the hours Mr. Tinajero and other Aggrieved Employees worked and/or paid all hours recorded, Pick-N-Pull has not listed the correct amount of gross wages and net wages earned by Mr. Tinajero and other Aggrieved Employees in compliance with Sections 226(a)(1) and (5), respectively. Pick-N-Pull also has not accurately listed the total hours worked by Mr. Tinajero and other Aggrieved Employees for work performed while off-the-clock in violation of Section 226(a)(2) and the applicable hourly rates in effect during the pay period and the corresponding number of hours worked in violation of Section 226(a)(9).

In addition, the total regular and overtime hours listed in Pick-N-Pull’s wage statements, when added together, do not add up to the total hours worked by the employee during the pertinent time period. Likewise, Pick-N-Pull provides wage statements which do not properly itemize the total hours worked because Pick-N-Pull itemizes the incorrect number of hours work or an undecipherable number of hours worked or both. Without additional information regarding the wage statement and undecipherable codes, an employee cannot simply ‘arrive at the sum of hours worked.’ Thus, Pick-N-Pull’s wage statement do not comply with Labor Code section 226(a)(2).

Pick-N-Pull has knowingly and intentionally failed to properly itemize the regular and overtime rates in effect during each pay period and the corresponding number of hours worked, making it impossible to determine the correct pay rate promptly and easily with the corresponding hours and pay. Mr. Tinajero’s and the Aggrieved Employees’ wage statements incorrectly show the regular rate, overtime rate, and/or other applicable rate and incorrectly show regular rate, overtime rate, and/or other applicable rate at a different number of hours than worked by the employee during the pay period. Thus, if the employee were to add together the hours listed in the line items for regular and overtime hours, the total is incorrect because it is different than the total number of hours actually worked by the employee during the pay period. As such, Pick-N-Pull’s wage statements do not comply with Labor Code section 226(a)(9) which requires an itemized statement to show “all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.” The coding on Pick-N-Pull’s wage statements cannot be said to clearly engage the employee’s use of simple

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math to understand the rates of pay and total hours worked itemized on the wage statements. Pick-N-Pull's wage statements have confused and misled Mr. Tinajero and the Aggrieved Employees as to what the rates of pay and total hours worked are, a confusion that is compounded by the fact that Pick-N-Pull does not itemize the total hours worked on the wage statements.

Furthermore, because Pick-N-Pull has failed to pay all meal period and rest period premiums to Mr. Tinajero and other Aggrieved Employees, Pick-N-Pull has not listed the correct amount of gross wages and net wages earned by Mr. Tinajero and other Aggrieved Employees in violation of Sections 226(a)(1) and (5).

Because Pick-N-Pull has failed to provide, among other things, the accurate number of total hours worked, gross wages earned, net wages earned, and the applicable hourly rates in effect during the pay period and the corresponding number of hours worked on wage statements, Mr. Tinajero and other Aggrieved Employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full, and were given confusing and/or incomplete information about their employer. Instead, Mr. Tinajero and other Aggrieved Employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Mr. Tinajero and other Aggrieved Employees are therefore entitled to recover civil penalties, attorneys' fees, costs, and interest for violations of Labor Code section 226(a) pursuant to Labor Code sections 226.3 and/or 2699(a), (f), and (g).

Violations of California Labor Code Sections 1174(d) and 1198, and California Code of Regulations Title 8, Section 11040 Subdivision 7

Labor Code section 1174(d) provides that "[e]very person employing labor in this state shall ... [k]eep a record showing the names and addresses of all employees employed and the ages of all minors" and "[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments..." Labor Code section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by Section 1174(d). During the relevant time period, Pick-N-Pull has willfully failed to maintain accurate payroll records for Mr. Tinajero and other Aggrieved Employees showing the daily hours they have worked and the wages paid as a result of failing to record all hours worked and/or failing to correctly list the gross wages and/or net wages earned by them in violation of Labor Code section 1174(d).

Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Orders. Section 1198 further provides that "[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is

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unlawful.” Pursuant to the applicable Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period, as well as total daily hours. Cal. Code Regs. tit. 8, § 11040, subd. 7. During the relevant time period, Pick-N-Pull failed, on a company-wide basis, to keep accurate records of shifts and meal period start and stop times and total daily hours for Mr. Tinajero and other Aggrieved Employees, in violation of Labor Code section 1174(d) and the applicable Wage Order.

Due to Pick-N-Pull’s failure to maintain accurate payroll and time records, Mr. Tinajero and other Aggrieved Employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest, pursuant to Labor Code sections 1174.5 and/or 2699(a), (f), and (g).

Violations of California Labor Code Section 204

Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period.

During the relevant time period, Pick-N-Pull did not pay Mr. Tinajero and other Aggrieved Employees all wages due to them, including, but not limited to, overtime wages, minimum wages, and/or meal period and rest period premium wages, within the time periods specified by Labor Code section 204.

Mr. Tinajero and other Aggrieved Employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest, pursuant to Labor Code sections 210 and/or 2699(a), (f), and (g).

Violations of California Labor Code Sections 201, 202, and 203

Labor Code sections 201-202⁷ provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves their employment, their wages shall become due and payable not later than seventy-two hours thereafter, unless the employee has given seventy-two hours previous notice of their intention to quit, in which case the employee is entitled to their wages at the time of quitting.

⁷ Mr. Tinajero also asserts Section 203, which is enumerated in Section 2699.5, to the extent applicable.

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Pick-N-Pull has failed to pay Mr. Tinajero and other Aggrieved Employees who are no longer employed by Pick-N-Pull all their earned wages at the time of discharge, or within seventy-two hours of their leaving Pick-N-Pull's employment, in violation of Labor Code sections 201-202.

Furthermore, Pick-N-Pull has not paid Mr. Tinajero and other Aggrieved Employees who are no longer employed by Pick-N-Pull all their earned wages, at the time of discharge, or within seventy-two hours of their leaving Pick-N-Pull's employment, including, but not limited to, overtime wages, minimum wages, vacation pay/PTO, and/or meal period and rest period premium wages.

As a result of Pick-N-Pull's violations of Labor Code sections 201-202, Mr. Tinajero and other Aggrieved Employees are entitled to recover civil penalties, attorneys' fees, costs, and interest, pursuant to Labor Code sections 203 and/or 2699(a), (f), and (g).

Violation of California Labor Code Sections 1198 and 2810.5(a)(1)

California's Wage Theft Prevention Act was enacted to ensure that employers provide employees with basic information material to their employment relationship at the time of hiring, and to ensure that employees are given written and timely notice of any changes to basic information material to their employment. Codified at Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an employer must provide written notice to employees of, among other things, the rate(s) of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime; any allowances claimed as part of the minimum wage, including meal or lodging allowances the regular payday designated by the employer; and the name of the employer, including any "doing business as" names used by the employer as well as the employer's physical and mailing address(es) and telephone number. Effective January 1, 2015, an employer's written notice pursuant to section 2810.5 must also include a statement that the employee may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates.

On information and belief, Pick-N-Pull failed to provide Mr. Tinajero and other Aggrieved Employees written notice that lists all the requisite information set forth in Labor Code section 2810.5(a)(1). Pick-N-Pull produced Mr. Tinajero's personnel file and a portion of his employment records. Absent from Mr. Tinajero's personnel file and employment records was a Section 2810.5 notice containing all the requisite information. Pick-N-Pull's failure to provide Mr. Tinajero and other Aggrieved Employees with written notice of basic information regarding their employment with Pick-N-Pull, such as a statement that an employee may accrue and use sick leave, has a right to request and use accrued paid sick leave, may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave, and has the right to file a complaint against an employer who retaliates. Mr. Tinajero and other Aggrieved Employees are therefore entitled to recover civil penalties, attorneys' fees, costs, and interest, pursuant to Labor Code sections 2699(a), (f), and (g).

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Violations of California Labor Code Section 432.5

The Labor Code places procedural and substantive limits on employers' abilities to conduct employee background checks and on how employers can use the information they obtain through those background checks. The Investigative Consumer Reporting Agencies Act, Civil Code sections 1786, *et seq.* ("ICRAA"), mandates several requirements prior to and following an employee background check, including but not limited to, identifying an appropriate reason for the background check, a separate consent form with required disclosures and certain formatting requirements, additional forms such as a summary of rights, as well as proper notice of adverse actions taken, among other statutory requirements. A violation of ICRAA results in a violation of Labor Code section 432.5. Under Labor Code section 432.5, "[n]o employer... shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer, or agent, manager, superintendent, or officer thereof to be prohibited by law." Mr. Tinajero and the Aggrieved Employees have been required by Pick-N-Pull to undergo background checks in violation of California law. Among other things, ICRAA, Civil Code section 1786.16, requires as follows:

- (B) The person procuring or causing the report to be made provides a clear and conspicuous disclosure in writing to the consumer at any time before the report is procured or caused to be made in a document that consists solely of the disclosure, that:
 - (i) An investigative consumer report may be obtained.
 - (ii) The permissible purpose of the report is identified.
 - (iii) The disclosure may include information on the consumer's character, general reputation, personal characteristics, and mode of living.
 - (iv) Identifies the name, address, and telephone number of the investigative consumer reporting agency conducting the investigation.
 - (v) Notifies the consumer in writing of the nature and scope of the investigation requested, including a summary of the provisions of Section 1786.22.
 - (vi) Notifies the consumer of the Internet Web site address of the investigative consumer reporting agency identified in clause (iv), or, if the agency has no Internet Web site address, the telephone number of the agency, where the consumer may find information about the investigative reporting agency's privacy practices, including whether the consumer's personal information will be sent outside the United States or its territories and information that complies with subdivision (d) of Section 1786.20. This clause shall become operative on January 1, 2012.

Upon information and belief, Pick-N-Pull has required Mr. Tinajero and other Aggrieved Employees to submit to unlawful background checks. Upon information and belief, Pick-N-Pull has required Mr. Tinajero and other Aggrieved Employees to agree in writing to unlawful background checks which have failed to abide by the requirements set forth in ICRAA. For example, Pick-N-Pull has not provided Mr. Tinajero and the Aggrieved Employees with, among other things, a separate ICRAA written notice of the intent to obtain a background check report; a notice that is clear, conspicuous, and in writing; a document that consists solely of the

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disclosure; a notice that states the nature and scope of the information requested pursuant to ICRAA; and, a summary of the employee's rights pursuant to ICRAA.

By having Mr. Tinajero and other Aggrieved Employees sign the illegal background checks, Pick-N-Pull has also violated Labor Code section 432.5.

In the alternative, Pick-N-Pull has required Mr. Tinajero and other Aggrieved Employees to sign illegal noncompetition agreements. Based on information and belief, Mr. Tinajero and other Aggrieved Employees have signed illegal noncompetition agreements. As stated above, under Labor Code section 432.5, an employer cannot "require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer, or agent, manager, superintendent, or officer thereof to be prohibited by law." Noncompetition agreements are invalid in California under Business and Professions Code section 16600, even if narrowly drawn, unless they fall within the applicable statutory exceptions of Sections 16601, 16602, or 16602.5. None of the statutory exceptions apply.

Thus, by requiring Mr. Tinajero and other Aggrieved Employees to sign noncompete agreements Pick-N-Pull has violated Business and Professions Code section 16600 implicating and violating Labor Code section 432.5.

As a result of Pick-N-Pull's violations of Labor Code section 432.5, Mr. Tinajero and other Aggrieved Employees are entitled to recover civil penalties, attorneys' fees, costs, and interest, pursuant to Labor Code sections 2699(a), (f), and (g).

Violations of California Labor Code Section 227.3

Pursuant to Labor Code section 227.3, whenever a contract of employment or employer policy provides for paid vacations (paid time off also known as "PTO"), and an employee is terminated without having used the employee's vested vacation/PTO time, all vested vacation/PTO shall be paid to the employee as wages at the employee's final rate in accordance with such contract of employment or employer policy respecting eligibility or time served; provided, however, that an employment contract or employer policy shall not provide for forfeiture of vested vacation/PTO time upon termination.

On information and belief, Pick-N-Pull has implemented a policy and practice that has denied Mr. Tinajero and other Aggrieved Employees of their vacation/PTO pay at their final rates of pay at termination. Pick-N-Pull has failed to pay Mr. Tinajero as well as the Aggrieved Employees their vacation pay/PTO at their final rates of pay at termination.

As a result of Pick-N-Pull's violations of Labor Code section 227.3, Mr. Tinajero and other Aggrieved Employees are entitled to recover civil penalties, attorneys' fees, costs, and interest, pursuant to Labor Code sections 2699(a), (f), and (g).

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Violations of California Labor Code Section 1198 and California Code of Regulations Title 8, Section 11040 Subdivision 13(B)

Pick-N-Pull has a systematic policy and/or practice of not providing suitable resting facilities. Wage Order No. 4, section 13(B) states: “[s]uitable resting facilities shall be provided in an area separate from the toilet rooms and shall be available to employees during work hours.” The suitable resting facility requirement set forth in the applicable IWC Wage Orders is a standard condition of labor for employees.

Pick-N-Pull has had a systematic policy and/or practice of not providing suitable resting facilities to Mr. Tinajero and other Aggrieved Employees as Pick-N-Pull has not provided Mr. Tinajero and Aggrieved Employees a facility to rest separate from their work areas and/or workstations.

By failing to provide suitable resting facilities, Pick-N-Pull willfully violated Wage Order No. 4-2001, section 13(B) in violation of Labor Code section 1198 and Wage Order No. 4. Accordingly, Mr. Tinajero and other Aggrieved Employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest, pursuant to Labor Code sections 2699(a), (f), and (g).

Violation of California Labor Code Section 558(a)

Labor Code section 558(a) provides “[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.”⁸ Labor Code section 558(c) provides that “[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.” Pick-N-Pull, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Mr. Tinajero’s and other Aggrieved Employees’ rights by violating various sections of the California Labor Code as set forth herein.

Pursuant to Labor Code section 2699(f) and the other Labor Code sections as set forth above, Mr. Tinajero seeks recovery of applicable civil penalties. In the alternative to the penalties above, Mr. Tinajero seeks penalties pursuant to Labor Code section 558 for violations pursuant to this chapter or any provisions regulating hours and days of the week of the Industrial Welfare Commission under Labor Code sections 558(a)(1) and 558(a)(2), should such provision be applicable.

* * *

⁸ Mr. Tinajero does not seek to recover any unpaid wages that are provided for in Section 558(a). Mr. Tinajero only seeks civil penalties allowed by PAGA. *See ZB, NA v. Super. Ct. (Lawson)*, 8 Cal. 5th 175 (2019).

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Based on the foregoing, Mr. Tinajero seeks the remedies set forth above for himself, the State of California, and all other Aggrieved Employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3(a) and 2699.3(c), and 2699.5, Mr. Tinajero, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for himself, all other Aggrieved Employees, and the State of California against Pick-N-Pull for violations of California Labor Code sections 201, 202, 203, 204, 223, 226(a), 226.7, 227.3, 432.5, 510, 512(a), 1174(d), 1182.12, 1194, 1197, 1197.1, 1198 and the applicable Wage Orders, as well as Sections 225.5 and 2810.5, which are 'curable' violations pursuant to Section 2699.3(c)(2)(A).

Therefore, on behalf of all Aggrieved Employees, Mr. Tinajero seeks all applicable civil penalties and other available relief related to these violations of the California Labor Code pursuant to PAGA.

Thank you for your attention to this matter. If you have any questions, please contact me or my colleague at the phone number, address, or emails below:

Mark Yablonovich
Tony Roberts
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Beverly Hills, California 90212
(310) 286-0246
Mark@Yablonovichlaw.com
Tony@Yablonovichlaw.com

Best Regards,



Mark Yablonovich

Copy to: CT Corporation System (C0168406)
330 N. Brand Boulevard, Suite 700
Glendale, California 91203
Agent for service of process for Pick-N-Pull Auto Dismantlers, LLC.
Via U.S. Certified Mail

Pick-N-Pull Auto Dismantlers, LLC
299 SW Clay Street, Suite 350
Portland, Oregon 97201
Via U.S. Certified Mail

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Pick-N-Pull Auto Dismantlers, a California general partnership
299 SW Clay Street, Suite 350
Portland, Oregon 97201
Via U.S. Certified Mail

Schnitzer Steel Industries, Inc. dba Pick-N-Pull Auto Dismantlers
299 SW Clay Street, Suite 350
Portland, Oregon 97201
Via U.S. Certified Mail

CT Corporation System (C0168406)
330 N. Brand Boulevard, Suite 700
Glendale, California 91203
Agent for service of process for Schnitzer Steel Industries, Inc. dba Pick-N-Pull
Auto Dismantlers.
Via U.S. Certified Mail

PS Form 3811, July 2020 PSN 7530-02-000-9053	Domestic Return Receipt
COMPLETE THIS SECTION ON DELIVERY	
SENDER: COMPLETE THIS SECTION ☐ Complete items 1, 2, and 3. ☐ Print your name and address on the reverse so that we can return the card to you. ☐ Attach this card to the back of the mailpiece, or on the front if space permits.	3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Insured Mail ☐ Insured Mail Restricted Delivery (over \$500)
1. Article Addressed to: Schnitzer Steel Industries, Inc. c/ba Pick-N-Pull Auto Dismanthlers 299 SW Clay Street, Suite 350 Portland, OR 97201	A. Signature ☒ Agent ☐ Addressee B. Received by (Printed Name) c/b J. Squires C. Date of Delivery 3-2-22 D. Is delivery address different from item 1? ☐ Yes ☐ No If YES, enter delivery address below:
2. Article Number (Transfer from service label) 7021 1970 0001 0376 5713	4. Signature Confirmation™ ☐ Signature Confirmation ☐ Restricted Delivery 5. Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery