

Nicol E. Hajjar, Esq. (SBN 303102)
nicol.hajjar@wilshirelawfirm.com
Rachel J. Vinson, Esq. (SBN 331434)
rachel.vinson@wilshirelawfirm.com

WILSHIRE LAW FIRM
3055 Wilshire Blvd., 12th Floor
Los Angeles, California 90010
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiff
VERONICA RENDON

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

VERONICA RENDON, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

CANTOR'S DRIVING SCHOOL, LLC, a
Limited Liability Company; COASTLINE
AUTOMATION, INC., a stock corporation; and
DOES 1 through 10, inclusive,

Defendants.

Case No.: **CVME2506980**

**PAGA REPRESENTATIVE ACTION
COMPLAINT:**

1. Civil Penalties Under PAGA [Cal. Lab.
Code § 2699, et seq.]

1 Plaintiff VERONICA RENDON (“Plaintiff”), based upon facts that either have evidentiary
2 support or are likely to have evidentiary support after a reasonable opportunity for further
3 investigation and discovery, alleges as follows:

4 **INTRODUCTION & PRELIMINARY STATEMENT**

5 1. Plaintiff brings this action against Defendants CANTOR’S DRIVING SCHOOL,
6 LLC, COASTLINE AUTOMATION, INC., and DOES 1 through 10 (CANTOR’S DRIVING
7 SCHOOL, LLC, COASTLINE AUTOMATION, INC., and DOES 1 through 10 are collectively
8 referred to as “Defendants”) for civil penalties under the Private Attorneys General Act of 2004,
9 California Labor Code §§ 2698, *et seq.* (“PAGA”) stemming from Defendants’ failure to pay for
10 all hours worked (minimum, straight time, and overtime wages), failure to provide legally
11 compliant meal periods and related meal period premiums, failure to authorize and permit rest
12 periods and related rest period premiums, failure to pay all earned wages twice per month, failure
13 to maintain accurate records of hours worked and meal periods, failure to furnish accurate wage
14 statements, and failure to indemnify for necessary business expenditures.

15 2. For over 50 years, California’s courts and legislature have recognized that this
16 State’s wage-and-hour laws serve a compelling public interest of fostering a stable job market.
17 Wages are not ordinary debts. Because of the economic position of the average worker and his or
18 her family, it is essential to the public welfare that employers obey the wage-and-hour laws so that
19 employees are promptly paid the minimum/overtime wages that the Legislature has required for
20 employees. So fundamental are California’s wage-and-hour laws that the Legislature has
21 criminalized certain types of violations. In extending extra protection to deter violations of these
22 underlying statutes—since Plaintiff is not seeking general and/or special damages, restitution or
23 other damages other than civil penalties—California has enacted the PAGA to permit an individual
24 to bring an action for PAGA penalties only, which is the precise and sole nature of this action.

25 3. All California employees during the relevant statutes of limitations who are or were
26 harmed by Defendants’ illegal practices are “Aggrieved Employees.” The Aggrieved Employees
27 worked for Defendants as hourly-paid or non-exempt employees within the applicable statutory
28 period.

4. Plaintiff brings this action against Defendants seeking only to recover penalties on behalf of all Aggrieved Employees that worked for Defendants, and on behalf of the State of California. Plaintiff does not seek to recover anything other than penalties as permitted by California Labor Code Section 2699 at this time. To the extent that statutory violations are mentioned for wage violations, Plaintiff does not seek underlying general and/or special damages for those violations, but simply penalties as permitted by California Labor Code Section 2699, declaratory relief, and injunctive relief for herself, and all Aggrieved Employees as permitted by the PAGA.

5. Defendants own/owned and operate/operated an industry, business, and establishment within the State of California, including Riverside County. As such, and based upon all the facts and circumstances incident to Defendants' business in California, Defendants are subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission ("IWC"), and the California Business & Professions Code.

6. On information and belief, Defendants, and each of them were on actual and constructive notice of the improprieties alleged herein and intentionally refused to rectify their unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were willful and deliberate.

7. At all relevant times, Defendants were and are legally responsible for all of the unlawful conduct, policies, practices, acts and omissions as described in each and all of the foregoing paragraphs as the employers of Plaintiff and the Aggrieved Employees. Further, Defendants are responsible for each of the unlawful acts or omissions complained of herein under the doctrine of “respondeat superior”.

THE PARTIES

A. Plaintiff

8. Plaintiff VERONICA RENDON is a resident of Riverside County, California who worked for Defendants in Riverside County, California as an hourly-paid, non-exempt employee from approximately June 17, 2022, to approximately February 19, 2024.

///

1 **B. Defendants**

2 9. Plaintiff is informed and believes, and based upon that information and belief
3 alleges, that Defendant CANTOR’S DRIVING SCHOOL, LLC is and at all times herein
4 mentioned, was:

- 5 (a) A business entity qualified to do business and actually conducting business
6 in numerous counties throughout the State of California, including in
7 Riverside County; and,
8 (b) The former employer of Plaintiff and the current and/or former employer of
9 the Aggrieved Employees because Defendant CANTOR’S DRIVING
10 SCHOOL, LLC suffered and permitted Plaintiff and the Aggrieved
11 Employees to work, and/or controlled their wages, hours, or working
12 conditions.

13 10. Plaintiff is informed and believes, and based upon that information and belief
14 alleges, that Defendant COASTLINE AUTOMATION, INC. is and at all times herein mentioned,
15 was:

- 16 (a) A business entity qualified to do business and actually conducting business
17 in numerous counties throughout the State of California, including in
18 Riverside County; and,
19 (b) The former employer of Plaintiff and the current and/or former employer of
20 the Aggrieved Employees because Defendant COASTLINE
21 AUTOMATION, INC. suffered and permitted Plaintiff and the Aggrieved
22 Employees to work, and/or controlled their wages, hours, or working
23 conditions.

24 11. Plaintiff does not know the true names or capacities of the persons or entities sued
25 herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious names. Each
26 of the Doe Defendants was in some manner legally responsible for the damages suffered by
27 Plaintiff and the Aggrieved Employees as alleged herein. Plaintiff will amend this complaint to
28 set forth the true names and capacities of these Defendants when they have been ascertained,

1 together with appropriate charging allegations, as may be necessary.

2 12. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and
3 each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or
4 injured a significant number of the Plaintiff and the Aggrieved Employees in the State of
5 California.

6 13. Plaintiff is informed and believes and thereon alleges that at all relevant times each
7 Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and the
8 other employees and exercised control over their wages, hours, and working conditions. Plaintiff
9 is informed and believes and thereon alleges that, at all relevant times, each Defendant was the
10 principal, agent, partner, joint venturer, officer, director, controlling shareholder, subsidiary,
11 affiliate, parent corporation, successor in interest and/or predecessor in interest of some or all of
12 the other Defendants, and was engaged with some or all of the other Defendants in a joint enterprise
13 for profit, and bore such other relationships to some or all of the other Defendants so as to be liable
14 for their conduct with respect to the matters alleged below. Plaintiff is informed and believes and
15 thereon alleges that each Defendant acted pursuant to and within the scope of the relationships
16 alleged above, that each Defendant knew or should have known about, and authorized, ratified,
17 adopted, approved, controlled, aided and abetted the conduct of all other Defendants.

18 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

19 14. Plaintiff VERONICA ARENDON worked for Defendants in Riverside County,
20 California as an hourly-paid, non-exempt employee from approximately June 17, 2022, to
21 approximately February 19, 2024. During Plaintiff's employment for Defendants, Defendants paid
22 Plaintiff an hourly wage and classified her as non-exempt from overtime. Defendants typically
23 scheduled Plaintiff to work at least five days in a workweek and at least eight hours per day, but
24 Plaintiff regularly worked more than eight hours in a workday and more than forty (40) hours in a
25 workweek.

26 15. Throughout Plaintiff's employment, Defendants committed numerous labor code
27 violations under state law. As discussed below, Plaintiff's experience working for Defendants was
28 typical and illustrative.

1 **A. Failure to Pay for All Hours Worked, Including Minimum, Straight Time, and**
2 **Overtime Wages**

3 16. Under California law, an employer must pay for all hours worked by an employee.
4 “Hours worked” is the time during which an employee is subject to the control of an employer,
5 and includes all the time the employee is suffered or permitted to work, whether or not required to
6 do so.

7 17. In addition, Labor Code § 510 provides that employees in California shall not be
8 employed more than eight hours in any workday or forty (40) hours in a workweek unless they
9 receive additional compensation beyond their regular wages in amounts specified by law.

10 18. Labor Code §§ 1194 and 1198 also provide that employees in California shall not
11 be employed more than eight hours in any workday unless they receive additional compensation
12 beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states
13 that the employment of an employee for longer hours than those fixed by the IWC is unlawful.

14 19. Throughout the statutory period, Defendants maintained a policy and practice of not
15 paying Plaintiff and the Aggrieved Employees for all hours worked, including minimum, straight
16 time, and overtime wages. Defendant would, at times, manufacture time keeping records to falsely
17 show that Plaintiff and some of, but not necessarily all of, the Aggrieved Employees took meal
18 periods when in fact they worked “off-the-clock,” and worked before/after they had clocked in/out
19 for the workday. Defendants required Plaintiff and the Aggrieved Employees to work “off-the-
20 clock,” uncompensated, by, for example, requiring Plaintiff and the Aggrieved Employees to work
21 through meal periods and continue to work after they had clocked out for the workday. Some of
22 this unpaid work should have been paid at the overtime rate. In failing to pay for all hours worked,
23 Defendants also failed to maintain accurate records of the hours Plaintiff and the Aggrieved
24 Employees worked.

25 **B. Failure to Provide Meal Periods**

26 20. Under California law, employers have an affirmative obligation to relieve
27 employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the
28 start of sixth hour of work in a workday, and to allow employees to take their second 30-minute,

1 duty-free meal period no later than the start of the eleventh hour of work in the workday. Further,
2 employees are entitled to be paid one hour of additional wages for each workday they were not
3 provided with all required meal period(s).

4 21. Despite these legal requirements, Defendants wrongfully failed to provide Plaintiff
5 and the Aggrieved Employees with their legally mandated 30-minute, uninterrupted, and duty-free
6 meal periods. Defendants regularly, but not always, required Plaintiff and the Aggrieved
7 Employees to work in excess of five consecutive hours a day without providing a 30-minute,
8 uninterrupted, and duty-free meal period for every five hours of work, or without compensating
9 Plaintiff and the Aggrieved Employees for meal periods that were not provided by the end of the
10 fifth hour of work or tenth hour of work. Instead, Defendants continued to assert control over
11 Plaintiff and the Aggrieved Employees by requiring, pressuring, or encouraging them to perform
12 work tasks which could not be completed without working in lieu of taking mandatory meal
13 periods, or by denying Plaintiff and the Aggrieved Employees permission to take a meal period.
14 Defendants also never informed Plaintiff of her right to, nor permitted her to take, a second meal
15 period when Plaintiff worked at least ten hours of work in a workday. Accordingly, Defendants'
16 policy and practice was not to provide meal periods to Plaintiff and the Aggrieved Employees in
17 compliance with California law.

18 22. Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of
19 additional wages for each workday he or she was not provided with all required meal period(s).
20 Defendants, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional
21 wages to which they were entitled for meal periods that were not provided.

22 **C. Failure to Authorize and Permit Rest Periods**

23 23. Employers are required by California law to authorize and permit breaks of ten
24 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than
25 two hours). Thus, for example, if an employee's work time is six hours and ten minutes, the
26 employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself
27 a violation of California's rest break laws.

28 24. Throughout the statutory period, Defendants have wrongfully failed to authorize

1 and permit Plaintiff and the Aggrieved Employees to take legally compliant rest periods.
2 Defendants regularly required Plaintiff and the Aggrieved Employees to work in excess of four
3 consecutive hours a day without Defendants authorizing and permitting them to take a 10-minute,
4 uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours),
5 or without compensating Plaintiff and the Aggrieved Employees for rest periods that were not
6 authorized or permitted. Instead, Defendants continued to assert control over Plaintiff and the
7 Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks which
8 could not be completed without working in lieu of taking mandatory rest periods, or by denying
9 Plaintiff and the Aggrieved Employees permission to take a rest period. Accordingly, Defendants'
10 policy and practice was to not authorize and permit Plaintiff and the Aggrieved Employees to take
11 rest periods in compliance with California law.

12 25. Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of
13 additional wages for each workday he or she was not authorized and permitted to take all required
14 rest period(s). Defendants, however, regularly failed to pay Plaintiff and the Aggrieved Employees
15 the additional wages to which they were entitled for rest periods and that they were not authorized
16 and permitted to take.

17 **D. Failure to Pay All Earned Wages Twice Per Month**

18 26. Based on Defendants' failure to pay Plaintiff and the Aggrieved Employees for all
19 wages as discussed above, Defendants also violated Labor Code § 204.

20 27. Labor Code § 204 requires employers to pay employees all earned wages two times
21 per month. Throughout the statute of limitations period applicable to this cause of action,
22 employees were entitled to be paid twice a month at their regular rates, including all meal period
23 premium wages owed, rest period premium wages owed, and wages owed for overtime hours
24 worked. However, during all such times, Defendants systematically failed and refused to pay the
25 employees all wages due, and failed to pay those wages twice a month, in that employees were not
26 paid all wages for all meal periods not provided by Defendants, all wages for all rest periods not
27 authorized and permitted by Defendants, and all wages for all hours worked. As a result,
28 Defendants owe employees the legally required wages for unpaid wages, and Plaintiff and the

Aggrieved Employees suffered damages in those amounts.

E. Failure to Maintain Accurate Records of Hours Worked and Meal Periods

28. Plaintiff seeks penalties under California Labor Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded

29. Defendants, however, failed to maintain accurate records of hours worked and all meal periods taken or missed by Plaintiff and the Aggrieved Employees.

30. Defendants' failure to provide and maintain records required by the California Labor Code and applicable IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Defendants' records. Therefore, Plaintiff and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendants. As a direct result, Plaintiff and the Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel Defendants to fully perform its obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Defendants' knowing failure to comply with the California Labor Code and applicable IWC Wage Orders, Plaintiff and the Aggrieved Employees have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

F. Failure to Furnish Accurate Itemized Wage Statements

31. Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all

deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. An employee is presumed to suffer an injury if this information is missing. (Labor Code § 226(e)(2)(B)(iii).)

32. The statute further provides: “An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney’s fees.” (Labor Code § 226(e)(1).)

33. Throughout the statutory period, Defendants failed to furnish Plaintiff and the Aggrieved Employees with accurate, itemized wage statements showing all applicable hourly rates, and all gross and net wages earned (including correct hours worked, correct wages for meal periods that were not provided in accordance with California law, and correct wages for rest periods that were not authorized and permitted to take in accordance with California law).

34. Because Defendants violated Labor Code § 226, Plaintiff and similarly Aggrieved Employees suffered injury and damage to their statutorily protected rights. Accordingly, Plaintiff and similarly Aggrieved Employees are entitled to recover from Defendants the greater of their actual damages caused by Defendants’ failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) dollars per employee.

G. Failure to Indemnify for Necessary Expenditures

35. Labor Code § 2802(a) provides that employers shall indemnify his or her employees for all necessary business expenditures or losses that have been incurred by the employees in direct discharge of his or her duties. Throughout the statute of limitations period applicable to this cause

1 of action, Defendants wrongfully required Plaintiff and the Aggrieved Employees to pay expenses
2 that they incurred in direct discharge of their duties for Defendants. Plaintiff and the Aggrieved
3 Employees regularly paid out-of-pocket for necessary employment-related expenses. Plaintiff and
4 the Aggrieved Employees incurred substantial expenses as a direct result of performing their job
5 duties for Defendants, but Defendants failed to indemnify Plaintiff and the Aggrieved Employees
6 for these employment-related expenses.

7 **FIRST CAUSE OF ACTION**

8 **(Against all Defendants for Civil Penalties Under the Private Attorneys General Act of**
9 **2004, Cal. Lab. Code § 2698, et seq.)**

10 36. Plaintiff incorporates by reference and re-alleges all preceding paragraphs as though
11 fully set forth herein.

12 37. At all times herein mentioned, Defendants were subject to the Labor Code of the
13 State of California and the applicable IWC Orders.

14 38. California Labor Code § 2699(a) specifically provides for a private right of action
15 to recover penalties for violations of the Labor Code: “Notwithstanding any other provision of law,
16 any provision of this code that provides for a civil penalty to be assessed and collected by the Labor
17 and Workforce Development Agency or any of its departments, divisions, commissions, boards,
18 agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a
19 civil action brought by an aggrieved employee on behalf of himself or herself and other current or
20 former employees pursuant to the procedures specified in Section 2699.3.”

21 39. Plaintiff has exhausted her administrative remedies pursuant to California Labor
22 Code § 2699.3. On February 11, 2025, she gave written notice by online filing to the Labor and
23 Workforce Development Agency (“LWDA”) and by certified mail to Defendants of the specific
24 provisions of the Labor Code that Defendants have violated against Plaintiff and current and former
25 Aggrieved Employees, including the facts and theories to support the violations. Plaintiff also paid
26 the filing fee. Plaintiff’s PAGA case number is LWDA-CM-1079226-25.

27 40. The statute of limitations is tolled while a plaintiff exhausts his or her administrative
28 remedies with California’s LWDA prior to suit, which is required by the statute. (See Labor Code

1 § 2699.3(d).)

2 41. More than sixty-five (65) days has elapsed since Plaintiff provided notice, but the
3 LWDA has not indicated that it intends to investigate Defendants' Labor Code violations discussed
4 in the notice. Accordingly, Plaintiff may commence a civil action to recover penalties under Labor
5 Code § 2699 pursuant to § 2699.3 for the violations of the Labor Code described in this Complaint.
6 These penalties include, but are not limited to, penalties under California Labor Code §§ 210,
7 226.3, 1174.5, 1197.1, and 2699(f)(2).

8 42. Based on the conduct described in this Complaint, Plaintiff is entitled to an award
9 of civil penalties on behalf of the State of California and similarly Aggrieved Employees of
10 Defendants. The exact amount of the applicable penalties, in all, is in an amount to be shown
11 according to proof at trial. These penalties are in addition to all other remedies permitted by law.

12 43. In addition, Plaintiff seeks an award of reasonable attorney's fees and costs pursuant
13 to Labor Code § 2699(g)(1), which states, "Any employee who prevails in any action shall be
14 entitled to an award of reasonable attorney's fees and costs."

15 **PRAYER FOR RELIEF**

16 Plaintiff, on behalf of all similarly aggrieved employees, pray for relief and judgment
17 against Defendants, jointly and severally, as follows:

18 1. That the Court declare, adjudge and decree that Defendants violated the California
19 Labor Code by failing to pay for all hours worked (minimum, straight time, and overtime wages),
20 failing to provide meal periods, failing to authorize and permit rest periods, failing to pay all earned
21 wages twice per month, failing to maintain accurate records of hours worked and meal periods,
22 failing to furnish accurate wage statements, and failing to indemnify for necessary business
23 expenditures.

24 2. An award of civil penalties on behalf of herself and all similarly aggrieved
25 employees pursuant to PAGA;

26 3. Pre-judgment and post-judgment interest at the maximum rate allowed;

27 4. Attorneys' fees and costs reasonably incurred;

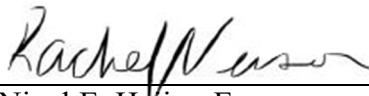
28 5. Injunctive and declaratory relief to the extent allowed by PAGA; and,

1 6. Such other and further relief that the Court deems proper.

2
3 Respectfully submitted,

4 Dated: June 16, 2025

WILSHIRE LAW FIRM

5
6 By: 
7 Nicol E. Hajjar, Esq.
 Rachel J. Vinson, Esq.

8 *Attorneys for Plaintiff*