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and All Aggrieved Employees

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

JOHN JOHNSON, in his representative capacity, on behalf of the State of California, the general public and all aggrieved employees,

Plaintiff,

v.

GB AUTO SERVICE, INC, a Delaware Corporation authorized to do business in California; and DOES 1 through 50 inclusive,

Defendants.

Case No.: 37-2022-00041423-CU-OE-CTL

REPRESENTATIVE ACTION FOR CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF 2004 (Labor Code §§ 2698 *et seq.*)

Plaintiff JOHN JOHNSON ("Plaintiff") brings this representative enforcement action in her representative capacity against Defendant GB AUTO SERVICE, INC., and DOES 1 through 50, inclusive (collectively, "GB AUTO" or "Defendant"), on the following grounds:

INTRODUCTION

1. Plaintiff brings this representative enforcement action under the Private Attorneys General Act of 2004 (codified in California Labor Code §§ 2698 *et seq*., "PAGA") on behalf of himself and all other current or former non-exempt employees of the Company who have performed work in California during the relevant time period (referred to herein as "Aggrieved Employees").

2. Plaintiff alleges that during the relevant time period Defendants engaged wage and hour violations under the California Labor Code ("Labor Code") and the Industrial Welfare Commission ("IWC") Wage Orders by, among other things:

a. Failing to provide legally compliant meal periods and/or timely pay premium wages for non-compliant meal periods during employment;

b. Failing to provide legally compliant rest periods and/or timely pay premium wages for non-compliant rest periods during employment;

c. Failing to timely pay all minimum, regular, and/or overtime wages during employment;

d. Failing to provide for separate rest period compensation and non-productive work;

e. Failing to furnish accurate itemized wage statements; and

f. Failing to timely pay all wages due and owing at the time of separation and/or the required waiting time penalties.

3. By and through this representative enforcement action, Plaintiff seeks to recover all available remedies including, but not limited to, civil penalties, reasonable attorneys' fees and litigation costs, as provided under California law.

4. All allegations in this Compliant are based upon information and belief except those allegations specifically pertaining to Plaintiff and/or his counsel, which are based upon personal knowledge. Each allegation in this Compliant has evidentiary support and/or is likely to have evidentiary support after reasonable opportunity for further investigation and formal discovery.

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JURISDICTION AND VENUE

5. This Court has jurisdiction over this action pursuant to California Code of Civil Procedure ("Code of Civil Procedure") § 410.10 and Labor Code §§ 2698 *et seq*. Pursuant to §§ 2698 *et seq*., Plaintiff brings this action, in his representative capacity, on behalf of himself and all other Aggrieved Employees.

6. This Court has personal jurisdiction over Defendants because Defendants conducts business in the state of California and has caused injuries in the county of San Diego, as well as throughout the state of California, through its acts, omissions, and violations of the Labor Code and relevant IWC Wage Order.

7. Venue as to Defendants is proper in this judicial district pursuant to Code of Civil Procedure §§ 395(a) and 395.5. Defendants transacts business in the county of San Diego and is otherwise within this Court's jurisdiction for purposes of service of process. The unlawful acts alleged herein have a direct effect on Plaintiff and all other Aggrieved Employees within the county of San Diego and throughout the state of California.

THE PARTIES

I. PLAINTIFF

8. Plaintiff John Johnson at all material times mentioned herein:

a. Was and is a resident of the county of San Diego, California;

b. Was employed by and/or otherwise performed work for Defendant from approximately December 10, 2012 to February 1, 2022;

c. Engaged in work for Defendant in the County of San Diego, California;

d. Was classified by Defendant as a non-exempt employee for purposes of the Labor Code and the IWC Wage Orders;

e. Earned an hourly wage;

f. Was to be paid on a biweekly basis;

g. Performed work for Defendant as a store manager at Evans Tire & Services Centers, Inc. in El Cajon, California;

h. Is an "aggrieved employee" within the meaning of Labor Code § 2699(c); and

i. Has complied with all requirements outlined in Labor Code §§ 2698 *et seq*.

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II. DEFENDANTS

9. Defendant GB Auto Service, Inc. is a corporation that is authorized to do business, and is actually doing business, in the state of California. GB Auto Service, Inc. is a Delaware corporation that operates as a provider of automotive aftermarket repair services, which offers tire replacement, brake repair, and other under-car services such as alignment, air conditioning, exhaust, and oil changes to customers throughout the United States, including California.

10. The true names and capacities, whether individual, corporate, subsidiary, partnership, associate, or otherwise of defendant Does 1 through 50, inclusive, are unknown to Plaintiff, who therefore sues these defendants by such fictitious names pursuant to Code of Civil Procedure § 474. Plaintiff will amend this Complaint, setting forth the true names and capacities of these fictitiously named defendants when their true names are ascertained. Plaintiff is informed and believes, and on that basis alleges, that each of the fictitious defendants have participated in the acts and/or omissions alleged in this Complaint.

11. At all times mentioned herein, the acts alleged to have been done and/or caused by each named defendant is also alleged to have been done and/or caused by each of the fictitiously named defendants, and by each of their agents and/or employees who acted within the scope of their agency and/or employment.

12. At all times mentioned herein, each defendant, including each fictitiously named defendant, is believed to have acted individually or as an officer, agent, or employee of the other defendants.

13. At all times mentioned herein, each defendant, including each fictitiously named defendant, acted as an agent, servant, employee, co-conspirator, alter-ego and/or joint venture of each of the other defendants, and in doing the things alleged herein acted within the course and scope of such agency, employment, alter-ego and/or in furtherance of the joint venture.

14. At all times mentioned herein, the acts and/or omissions of each of the defendants, including each fictitiously named defendant, concurrently contributed to the various acts and/or omissions of each and every one of the other defendants, including each fictitiously named defendant, in proximately causing the wrongful conduct, harm, and/or damages alleged herein. Each of the defendants, including each fictitiously named defendant, approved of, condoned, and/or otherwise ratified each and every one

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of the acts and/or omissions complained herein. Each defendant, including each fictitiously named defendant, was and is acting with authority of each and every other defendant and/or are acting as agents of each and every other defendant or Doe defendant.

15. At all times mentioned herein there was a unity of interest and ownership between each defendant, including each fictitiously named defendant, such that all defendants acted as a single employer of Plaintiff and all other Aggrieved Employees.

16. At all times mentioned herein, each defendant, including each fictitiously named defendant, exercised supervision and control over the wages, hours, and/or working conditions of Plaintiff and all other Aggrieved Employees, including, but not limited to, implementing standard policies and procedures.

17. At all times mentioned herein, each defendant, including each fictitiously named defendant, caused Aggrieved Employees, including Plaintiff, to work and/or prevented Plaintiff and other Aggrieved Employees from working.

18. At all times mentioned herein, each defendant, including each fictitiously named defendant, had control over Aggrieved Employees.

19. Each defendant, including each fictitiously named defendant, is alleged to have caused each of the violations alleged herein.

20. Each defendant, including each fictitiously named defendant, is jointly and severally liable for each of the violations alleged herein.

FACTUAL ALLEGATIONS

21. Plaintiff realleges and incorporates by reference, as though fully set forth herein, all paragraphs of this Complaint.

22. Plaintiff was employed by, or otherwise performed work for, Defendants, from approximately December 10, 2012 through and including February 1, 2022. Plaintiff performed work for Defendants as a store manager at Evans Tire & Service Centers, Inc. in El Cajon, California. As a store manager, Plaintiff's responsibilities included, but were not limited to, hiring and firing employees, reviewing and approving employee timesheets, processing payroll, and managing the day-to-day store operations. During his employment, Plaintiff typically worked six (6) days a week, twelve (12) hour shifts,

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for a total of approximately sixty (60) to seventy-two (72) hours per week. Plaintiff earned $20.00 per hour plus 10% of the location's weekly profits if he stayed within budget. At all relevant times, Plaintiff earned an hourly wage, was to be paid biweekly, and was classified by Defendants as a non-exempt employee for purposes of the Labor Code and the Industrial Welfare Commission ("IWC") Wage Orders.

23. At all relevant times, Defendants employed, and continues to employ, Aggrieved Employees in California.

24. Defendants denied, and continue to deny, Plaintiff and other Aggrieved Employees the rights afforded to them under the Labor Code and the applicable IWC Wage Order. Specifically, Plaintiff asserts that Defendant failed to provide meal periods and/or timely pay premium wages; failed to provide rest periods and/or timely pay premium wages; failed to timely pay all minimum, regular, and/or overtime wages; failed to furnish accurate itemized wage statements; and failed to timely pay all wages due and owing upon separation of employment and/or the required waiting time penalties.

25. Defendants had, and continue to have, a policy, practice, procedure, and/or guideline of not providing Aggrieved Employees, including Plaintiff, with the opportunity to take thirty (30) minute, off-duty, uninterrupted meal periods that were free from the employer's control when they worked more than six (6) hours in a day. Defendants had, and continue to have, a policy, practice, procedure, and/or guideline of not providing Plaintiff and other Aggrieved Employees with the opportunity to take a second thirty (30) minute, off-duty, uninterrupted meal period that was free from the employer's control when they worked more than ten (10) hours in a day.

26. Defendants had, and continue to have, a policy, practice, procedure, and/or guideline of not providing adequate coverage for Plaintiff and other Aggrieved Employees to take a thirty (30) minute meal period. For example, Plaintiff was typically the only employee working in the front of the store and thus could not leave the worksite unattended to take a compliant meal period. As a result, Plaintiff and, on information and belief, other Aggrieved Employees were consistently interrupted during their meal periods, required to work through their meal periods, and/or not provided with meal periods at all. Furthermore, Plaintiff and, on information and belief, other Aggrieved Employees did not sign an on-duty meal period agreement at any point during their employment, nor did they properly waive their meal periods.

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27. Additionally, despite working in excess of ten (10) hours per workday, Defendants did not provide Plaintiff and other Aggrieved Employees with the opportunity to take a second thirty (30) minute, off-duty, uninterrupted meal period. This was due in part to Defendants' practice of failing to provide adequate coverage to Aggrieved Employees so that they could take a second meal period. Therefore, Plaintiff and other Aggrieved employees were forced to forgo their second meal period. Moreover, Plaintiff and, on information and belief, other Aggrieved Employees did not mutually agree to waive their second meal period.

28. When Defendants paid a meal period premium, they failed to include all non-discretionary pay into the calculation of the regular rate of pay, and thus failed to pay premium wages at the correct regular rate of pay.

29. For the same reasons, Plaintiff and other Aggrieved Employees were not authorized or permitted by Defendants to take an off-duty, uninterrupted, ten (10) minute rest period for every four (4) hours worked or major fraction thereof. Thus, Plaintiff contends that he and, on information and belief, other Aggrieved Employees were never provided with legally compliant rest periods.

30. Although Aggrieved Employees, including Plaintiff, did not receive legally compliant meal periods and/or rest periods, Defendants did not timely pay Plaintiff and, on information and belief, other Aggrieved Employees premium wages equivalent to an additional one (1) hour of pay at their regular rate of pay for each day they were not provided compliant meal periods and/or rest periods. Therefore, Defendants owe Plaintiff and, on information and belief, other Aggrieved Employees a meal and/or rest period premium for each workday that Plaintiff and other Aggrieved Employees were not provided with a compliant meal period and/or rest period.

31. Defendants had, and continue to have, a policy, practice, procedure, and/or guideline of not timely paying all Aggrieved Employees for all minimum, regular, and/or overtime wages for all time engaged in work or spent under the control of Defendants. As described herein, Plaintiff and, on information and belief, other Aggrieved Employees consistently worked through their meal periods. However, Defendants did not consider the time spent by Plaintiff and other Aggrieved Employees working through their meal periods as compensable time and failed to provide any remuneration. Furthermore, Plaintiff and, on information and belief, other Aggrieved Employees often performed work while off the

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clock. For instance, Plaintiff regularly received phone calls from employees and upper management before and after his scheduled shift, even on his days off. However, Defendants failed to compensate Plaintiff for the time spent on these work-related phone calls.

32. Additionally, due in part to Plaintiff's workload and lack of adequate coverage, Plaintiff had to complete payroll while he was at home, as he did not have enough time to complete payroll at work. Although all time spent performing these duties was compensable work hours and Defendant was required to compensate Plaintiff accordingly, Defendants did not count all this time as hours worked and failed to provide any remuneration. Defendants also failed to pay overtime at the correct regular rate of pay as Defendant failed to factor bonuses into the regular rate of pay.

33. Additionally, Plaintiff is informed and believes that other Aggrieved Employees are not properly compensated. Some Aggrieved Employees are paid a designated percentage of the gross margin on the sale depending on the size of the gross margin. These employees receive a fall-back rate of the minimum wage per hour if their pay under the Auto Technician Pay Program system during a pay period falls below the applicable minimum wage. These employees' duties included advising customers of the products and services, and securing sales for the store. However, aggrieved employees were also required to perform other non-sales duties including, picking up tires and other parts for the store, picking up clients, cleaning the store, making bank deposits every day at the end of the day, doing inventory and stocking, attending trainings and meetings.

34. As these Aggrieved Employees are paid on commission, none of this non-sales work was compensated and these aggrieved employees are also not separately compensated for rest breaks when these employees do receive rest breaks.

35. Thus, Plaintiff contends that he and other Aggrieved Employees were not timely paid all minimum, regular, and/or overtime wages for all hours worked and/or spent under the control of Defendants, in violation of California law.

36. Plaintiff contends that Defendants had, and continues to have, a policy, practice, procedure, and/or guideline of not furnishing Aggrieved Employees, including Plaintiff, with accurate itemized wage statements. For instance, Plaintiff contends that the wage statements issued by Defendants to Aggrieved Employees, including Plaintiff, did not include the correct total regular and/or overtime hours worked, the

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correct amount of gross and/or net wages earned, the meal and/or rest premiums owed, and/or all applicable hourly rates and the corresponding number of hours worked at each hourly rate, among other things, as required under the Labor Code.

37. Furthermore, Defendants failed to timely pay Plaintiff and, on information and belief, other former Aggrieved Employees all wages due and owing upon separation of employment, including minimum, regular, and/or overtime wages for all hours worked and meal and/or rest period premium wages, in part due to the aforementioned Labor Code violations.

38. For instance, despite being terminated from his employment by Defendants, Defendants did not immediately pay Plaintiff all of his wages due and owing, including, but not limited to, all minimum, regular, overtime, and/or premium wages due in part to the violations discussed herein. After reaching out to Human Resources, Plaintiff was informed that his final paycheck was sent to a different state. As a result, Plaintiff was terminated on February 1, 2022, and did not receive his final paycheck until February 4, 2022. However, Plaintiff alleges that he has not been paid the bonuses he was due to receive for January and February 2022, despite multiple requests to Defendants to be paid these bonuses. Accordingly, Plaintiff contends that, to date, he has not received all wages owed nor the required waiting time penalties. Plaintiff further contends that, on information and belief, other former Aggrieved Employees were not timely paid all wages due and owing upon separation of employment and/or the required waiting time penalties.

39. Plaintiff further believes that additional violations may be discovered and therefore reserves her right to allege additional violations of the law as investigation and discovery warrants. In the event Plaintiff discovers additional violations, Plaintiff will seek to amend the operative complaint as necessary.

PAGA DESIGNATION

40. Plaintiff realleges and incorporates by reference, as though fully set forth herein, all paragraphs of this Complaint.

41. On August 9, 2022, Plaintiff submitted written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendants as required by the PAGA, informing them Defendant alleged violations of the Labor Code. A true and correct copy of the August 9, 2022, written

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notice is attached hereto as **Exhibit 1** and is incorporated herein by reference.

42. To date, more than 65 days after submission of Plaintiff's written notice, the LWDA has not provided notice of its intent to investigate Plaintiff's alleged violations of the Labor Code.

43. By and through this representative action, Plaintiff intends to represent the following aggrieved employees:

> All other current or former non-exempt employees of Defendants who have performed work in California during the relevant time period during the period commencing on the date that is within one year and sixty-five days prior to the filing of this Complaint through and including the last date of trial (hereinafter the "PAGA Period"). To the extent that California Rules of Court, Appendix I, Emergency Rule 9 and/or equitable tolling operates to toll the claims by the PAGA class against Defendants, the PAGA Period should be adjusted accordingly.

44. Aggrieved Employees are all "employees" as the term is used in the Labor Code and the IWC Wage Orders regulating wages, hours, and working conditions in the state of California.

45. A more precise definition of the aggrieved employees may be determined after further investigation and discovery. Plaintiff reserves his right to redefine the group of aggrieved employees as permitted by California law.

46. Pursuant to Labor Code §§ 2698 *et seq*., any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or employees for violation of the code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Labor Code § 2699.3.

47. Pursuant to the PAGA all civil penalties recovered must be allocated seventy-five percent (75%) to the LWDA and twenty-five percent (25%) to the aggrieved employees, pursuant to Labor Code § 2699(i).

48. During all, or a portion of, the one-year and sixty-five day period before Plaintiff filed notice of her claims with LWDA, Defendants was Plaintiff's and all other Aggrieved Employees employer or person acting on behalf of Aggrieved Employees employer, either individually or as an officer, agent, or employee of another person, within the meaning of Labor Code §§ 558(a) and 1197.1, who paid or caused to be paid to any employee a wage less than the minimum fixed by California state law, and as

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such, is subject to civil penalties for each underpaid employee, as well as liquidated damages pursuant to Labor Code § 1194.2, and any applicable penalties imposed pursuant to Labor Code § 203.

49. Plaintiff is an "aggrieved employee" under the PAGA because he was employed by the alleged violator, Defendants, and experienced one or more of the alleged violations committed against her, and therefore is properly suited to represent the interests of other Aggrieved Employees. (See *Huff v. Securitas Security Services, USA, Inc.* (2018) 23 Cal.App.5th 745, 751, 761; *Carrington v. Starbucks Corp.* (2018) 30 Cal.App.5th 504, 519.)

50. Plaintiff alleges that all other current or former non-exempt employees are also "aggrieved employees" under the PAGA as Defendants employed them and all Aggrieved Employees experienced one or more of the alleged violations outlined herein.

51. Pursuant to Labor Code §§ 2698 *et seq.*, Plaintiff has exhausted his administrative remedies because he complied with the notice requirements outlined in Labor Code § 2699.3. On August 9, 2022, Plaintiff submitted notice to the LWDA and Defendant informing them of the Defendant's alleged Labor Code violations pursuant to the PAGA. (See Exh. 1.) Pursuant to the PAGA, the LWDA had 65 days to provide notice of whether it intended to investigate the alleged violations. To date, the LWDA has not provided notice its intent to investigate the alleged violations. Plaintiff thus has the right to pursue, and does pursue, the asserted claims under PAGA in a representative capacity pursuant to Labor Code §§ 2698 *et seq*.

52. As set forth herein, Defendants has committed, and continues to commit, numerous violations for which the Labor Code and applicable IWC Wage Order entitles Plaintiff, in his representative capacity, to recover, on behalf of himself, all other Aggrieved Employees, the state of California, and the general public, civil penalties as well as attorneys' fees and costs from Defendant for the alleged violations, described herein.

53. Labor Code § 2699(f) imposes a civil penalty of $100 per pay period, per employee for the initial violation, and $200 per pay period, per employee for each subsequent violation for all Labor Code provisions for which a civil penalty is not specifically provided, including, but not limited to, Labor Code §§201, 202, 203, 204, 226(a), 226.2, 226.7, 510, 512, 1174(c), 1174(d), 1194, 1197, 1197.1, 1197.5, and 1198. Plaintiff and other Aggrieved Employees are entitled to, and therefore seek, the civil penalties

described in Labor Code § 2699(f) for the violations of law described herein.

54. Labor Code § 2699(g)(1) provides that an employee who prevails in a civil action brought pursuant to the PAGA shall be entitled to an award of reasonable attorneys' fees and costs. As such, Plaintiff, in his representative capacity on behalf of himself and all other Aggrieved Employees, is entitled to, and therefore seeks, attorneys' fees and costs.

55. Plaintiff expressly disclaims the recovery of any "amount sufficient to recover underpaid wages" on behalf himself and all other Aggrieved Employees.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

(By Plaintiff, in his Representative Capacity, against Defendant and Does 1-50)

PRIVATE ATTORNEYS GENERAL ACT OF 2004

[Labor Code §§ 2698 *et seq*.]

56. Plaintiff realleges and incorporates by reference, as though fully set forth herein, all paragraphs of this Complaint.

57. Plaintiff, in his representative capacity on behalf of himself and all other Aggrieved Employees, is entitled to and thus seeks to recover civil penalties through a representative enforcement action based on violations of the following Labor Code and/or IWC Wage Order provisions:

a. Failing to provide legally compliant meal periods and/or timely pay premium wages for non-compliant meal periods during employment in violation of Labor Code §§ 204, 226.7, 512, 558, 1198 and the "Meal Periods" section of IWC Wage Order #-2001;

b. Failing to provide legally compliant rest periods and/or timely pay premium wages for non-compliant rest periods during employment in violation of Labor Code §§ 204, 226.7, 1198 and the "Rest Periods" section of IWC Wage Order #-2001;

c. Failing to timely pay all minimum and/or regular wages during employment in violation of Labor Code §§ 204, 210, 1194, 1194.2, 1197, 1197.1, 1198 and IWC Wage Order #-2001;

d. Failing to provide for separate rest period compensation and non-productive work

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during employment in violation of Labor Code §§ 226.2

e. Failing to furnish accurate itemized wage statements in violation of Labor Code §§ 226, 226.3, and the "Records" section of IWC Wage Order #-2001; and

f. Failing to timely pay all wages due and owing at the time of separation and/or the required waiting time penalties in violation of Labor Code §§ 201-203 and 210.

58. Labor Code section 204 establishes an employee's fundamental right in the state of California to be paid wages in a timely manner for their work. Premium wages under Labor Code section 226.6 are wages that are due payable in accordance with the Labor Code section 204.

59. Labor Code section 558 subjects any employer or any person acting on behalf of an employer who violates Labor Code Part 2, Chapter 1, of the Labor Code (Labor Code Sections 500-558), or any provision regulating the hours and days of work in any IWC Wage Order, to a civil penalty as follows: "[f]or any initial violation, fifty dollars for each underpaid employee for each pay period for which the employee was underpaid. For each subsequent violation, one hundred dollars for each underpaid employee for each pay period for which the employee was underpaid."

60. Defendants violated Labor Code sections 226.7, 512, and 1198 by failing to provide Plaintiff and aggrieved employees lawfully compliant meal periods and by failing to pay them meal period premium wages at the employee's regular rate of pay for each day a meal period was not provided. Under Labor Code section 2699(f)(2), Defendant are subject to a civil penalty of $100 for each aggrieved employee per pay period for the initial violation of Labor Code sections 226.7 and 1198, and $200 for each aggrieved employee per pay period for each subsequent violation.

61. Defendants violated Labor Code sections 226.7 and 1198 by failing to authorize and permit Plaintiff and aggrieved employees to take duty-free rest periods and by failing to pay them rest period premium wages at the employee's regular rate of pay for each day a rest period was not provided. Under Labor Code section 2699(f)(2), Defendants are subject to a civil penalty of $100 for each aggrieved employee per pay period for the initial violation of Labor Code sections 226.7 and 1198, and $200 for each aggrieved employee per pay period for each subsequent violation.

62. Labor Code section 210 provides that any person who fails to pay wages as provided in Labor Code §§ 201.3, 204, 204(b), 204.1, 205, 205.5, and 1197.5 shall be subject to a civil penalty of

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$100 for any initial violations for each failure to pay each employee and for each subsequent violation, or any willful or intentional violation $200 for each failure to pay each employee. Plaintiff, in his representative capacity on behalf of himself and all other Aggrieved Employees, is entitled to, and therefore seeks, the civil penalties imposed by Labor Code Section 210.

63. Labor Code section 1197 states "[t]he minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful."

64. Labor Code section 1194(a) states "Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage of the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit.

65. Defendants violated Labor Code sections 223, 1194, 1197, and 1198 by not paying Plaintiff and other aggrieved employees at least minimum and regular wages for all the time they were suffered or permitted to work, engaged in work and/or under Defendants' control, as alleged herein. Thus, under Labor Code section 2699(f)(2), Defendants are subject to a civil penalty of $100 for each aggrieved employee per pay period for the initial violation of Labor Code sections 223, 1194, and 1198, and $200 for each aggrieved employee per pay period for each subsequent violation.

66. Defendants violated Labor Code sections 204 and 1198 by not paying Plaintiff and aggrieved employees all minimum, regular, and overtime wages owed, and all meal and rest premium wages owed by the time set forth by law during their employment, as alleged herein. Thus, under Labor Code section 2699(f)(2), Defendants are subject to a civil penalty of $100 for each aggrieved employee per pay period for the initial violation of Labor Code sections 204 and 1198, and $200 for each aggrieved employee per pay period for each subsequent violation

67. Labor Code section 226.2 states in pertinent part that "for employees compensated on a piece-rate basis during a pay period, the following shall apply for that pay period: (1) Employees shall be compensated for rest and recovery periods and other nonproductive time separate from any piece-rate compensation. (2)"[A] piece-rate compensation formula that does not compensate separately for rest

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periods does not comply with California minimum wage law."

68. Defendants violated Labor Code section 226.2 by not paying for all non-productive work and failing to separately compensate other aggrieved employees for rest periods.

69. Labor Code Section 226.3 imposes a civil penalty of $250 per employee per violation for an initial citation and $1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee in wage deduction statement or fails to keep the records required in section 226(a), this civil penalty in addition to any other penalty provided by law. Plaintiff in his representative capacity on behalf of himself and all other Aggrieved Employees, is entitled to, and therefore seeks, the civil penalty imposed by Labor Code Section 226.3

70. Defendants violated Labor Code Section 226.3 by failing to furnish Plaintiff and other Aggrieved Employees with accurate itemized wage statements that comply with the requirements of the Labor Code because the wage statements issued did not, among other things, include the correct total regular and/or overtime hours worked, the correct amount of gross and/or net wages earned, all applicable hourly rates, the corresponding number of hours worked at each hourly rate, and all meal and rest premiums owed at the correct regular rate of pay.

71. Labor Code Section 201 provides that "[i]f an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately." Premium wages constitute wages under Labor Code section 204.

72. Labor Code Section 202 provides "if an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 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."

73. Labor Code Section 203(a) further states: "If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201,…any wages of an employee who is discharged or who quits, the wages of the employee shall continue as penalty from the due date thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not continue for more than 30 days."

74. Defendants violated Labor Code sections 201, 202, and 203 by not paying Plaintiff and

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Aggrieved Employees all minimum, regular, and overtime wages owed, and all meal and rest premium wages owed by the time set forth by law upon their separation of employment. Thus, under Labor Code section 2699(f)(2), Defendants are subject to a civil penalty of $100 for each aggrieved employee per pay period for the initial violation of Labor Code sections 201 and 202, and $200 for each aggrieved employee per pay period for each subsequent violation.

75. Labor Code § 2699(f) imposes a civil penalty of $100 per pay period, per employee for the initial violation, and $200 per pay period, per employee for each subsequent violation for all Labor Code provisions for which a civil penalty is not specifically provided, including, but not limited to, Labor Code §§ 201, 202, 203, 204, 226(a), 226.2, 226.7, 510, 512, 1174(c), 1174(d), 1194, 1197, 1197.1, 1197.5, and 1198. Plaintiff, in his representative capacity on behalf of himself and all other Aggrieved Employees is entitled to, and therefore seeks, the civil penalty imposed by Labor Code § 2699(f).

76. Labor Code § 2699(g)(1) provides that an employee who prevails in a civil action brought pursuant to the PAGA shall be entitled to an award of reasonable attorneys' fees and costs. As such, Plaintiff, in his representative capacity on behalf of himself and all other Aggrieved Employees is entitled to, and therefore seeks, attorneys' fees and costs.

77. Plaintiff, in his representative capacity on behalf of himself and all other Aggrieved Employees, is entitled to and seeks recovery of reasonable attorneys' fees as provided by Labor Code § 218.5 and Code of Civil Procedure § 1021.5.

78. Plaintiff, in his representative capacity on behalf of himself and all other Aggrieved Employees, requests further relief as described in the below prayer for relief.

PRAYER FOR RELIEF

Plaintiff, in his representative capacity, prays for judgment against Defendant(s) and in favor of the state of California, Plaintiff, and all other Aggrieved Employees as follows:

a. For any and all civil penalties available for the Labor Code violations alleged herein including, but not limited to, civil penalties under Labor Code §§ 210, 226.3, 558, 558.1, 1174.5, 1197.1, and 2699(f) and/or other applicable law;

b. For an order determining that Plaintiff is entitled to recover a civil penalty of $100 for each aggrieved employee per pay period for the initial violation and $200 for

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3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

each aggrieved employee per pay period for each subsequent violation as provided in Labor Code § 2699(f);

c. For reasonable attorneys' fees and costs of suit to the extent permitted by law, including, but not limited to, Labor Code §§ 210, 218.5, 218.6, 226, 558, 1194, 1194.2, 1197.1, and 2699(g)(1), Code of Civil Procedure § 1021.5, and the "common fund" theory, the "substantial benefit" theory, the "catalyst" theory and/or other applicable law; and

d. For any and all other relief as this Court deems proper and just and is available under Labor Code §§ 2698 *et seq*.

Dated: October 14, 2022

GRAHAMHOLLIS APC

By: ______________________
GRAHAM S.P. HOLLIS
HALI M. ANDERSON
ERIK A. DOS SANTOS
Attorneys for Plaintiff John Johnson and All Aggrieved Employees

GRAHAM**HOLLIS** APC
3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

EXHIBIT 1

GRAHAMHOLLIS APC

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August 9, 2022

VIA ELECTRONIC FILING

California Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

CERTIFIED MAIL (RETURN RECEIPT)

GB Auto Service, Inc.
3945 E Fort Lowell Rd., Suite 211
Tucson, AZ 85712

GB Auto Service, Inc.
c/o C T Corporation System, Agent for Service of Process
330 N Brand Blvd., Suite 700
Glendale, CA 91203

Re: John Johnson's PAGA Claims against GB Auto Service, Inc.

Dear California Labor and Workforce Development Agency and GB Auto Service, Inc.:

Please be advised that John Johnson ("Claimant") has retained our firm, Graham**Hollis** APC, to represent him for various claims against his former employer GB Auto Service, Inc. (the "Company").

This letter shall serve as Claimant's written notice to the California Labor and Workforce Development Agency ("LWDA") and the Company of the alleged California Labor Code ("Labor Code") violations Claimant claims that the Company committed against him and all other current and former non-exempt employees of the Company who worked in California during the relevant statutory period. Claimant provides this notice, which includes the facts and theories to support his Labor Code violations alleged herein, in accordance with the Private Attorneys General Act of 2004 (codified in Labor Code §§ 2698 *et seq.*, "PAGA"), Labor Code section 2699.3.

Pursuant to Labor Code section 2699(a), and by way of this letter, Claimant intends to represent himself and all current and former non-exempt employees of the Company who have performed work in California during the relevant time period (referred to herein as "Aggrieved Employees"). All Aggrieved Employees, including Claimant, are believed to have suffered at least one of the Labor Code violations described herein. Claimant therefore contends that he and all other Aggrieved Employees are "aggrieved employees" as defined by the PAGA.

Graham S.P. Hollis
Vilmarie Cordero
Hali Anderson
Nathan Reese
David Lin
Erik Dos Santos
Nora Steinhagen
Alyssa Smith*
Allison Schubert
Dustin S. Delp
Alex Kuner
Dawn M. Berry

*Provisionally Licensed Lawyer

FACTUAL BACKGROUND

GB Auto Service, Inc. ("GB Auto") is a Delaware corporation authorized to do business in the state of California. GB Auto is believed to operate as a provider of automotive aftermarket repair services, which offers tire replacement, brake repair, and other under-car services such as alignment, air conditioning, exhaust, and oil changes to customers throughout the United States, including California.

Claimant was employed by, or otherwise performed work for, the Company, from approximately December 10, 2012 through and including February 1, 2022. Claimant performed work for the Company as a store manager at Evans Tire & Service Centers, Inc. in El Cajon, California. As a store manager, Claimant's responsibilities included, but were not limited to, hiring and firing employees, reviewing and approving employee timesheets, processing payroll, and managing the day-to-day store operations. During his employment, Claimant typically worked six (6) days a week, twelve (12) hour shifts, for a total of approximately sixty (60) to seventy-two (72) hours per week. Claimant earned $20.00 per hour plus 10% of the location's weekly profits if he stayed within budget. At all relevant times, Claimant earned an hourly wage, was to be paid biweekly, and was classified by the Company as a non-exempt employee for purposes of the Labor Code and the Industrial Welfare Commission ("IWC") Wage Orders.

Claimant contends that at all relevant times, the Company employed, and continues to employ, Aggrieved Employees in California. Claimant further contends, based on information and belief, that all policies, practices, procedures, and/or guidelines of the Company that were applicable to Claimant were also applicable to all Aggrieved Employees throughout the relevant time period. Moreover, Claimant asserts, based on information and belief, that he and all other Aggrieved Employees have suffered, and will continue to suffer, the same and/or similar violations of law described herein.

Claimant alleges that the Company denied, and continues to deny, Claimant and other Aggrieved Employees the rights afforded to them under the Labor Code and the applicable IWC Wage Order. Specifically, Claimant asserts that the Company failed to provide meal periods and/or timely pay premium wages; failed to provide rest periods and/or timely pay premium wages; failed to timely pay all minimum, regular, and/or overtime wages; failed to furnish accurate itemized wage statements; and failed to timely pay all wages due and owing upon separation of employment and/or the required waiting time penalties.

Claimant contends that the Company had, and continues to have, a policy, practice, procedure, and/or guideline of not providing Aggrieved Employees, including Claimant, with the opportunity to take thirty (30) minute, off-duty, uninterrupted meal periods that were free from the employer's control when they worked more than six (6) hours in a day. Claimant also alleges that the Company had, and continues to have, a policy, practice, procedure, and/or guideline of not providing Claimant and other Aggrieved Employees with the opportunity to take a second thirty (30) minute, off-duty, uninterrupted meal period that was free from the employer's control when they worked more than ten (10) hours in a day.

Claimant asserts that he and other Aggrieved Employees were not provided with the opportunity to take legally compliant meal periods because the Company had, and continues to have, a policy, practice, procedure, and/or guideline of not providing adequate coverage for Claimant and other Aggrieved Employees to take a thirty (30) minute meal period. For example, Claimant was typically the only employee working in the front of the store and thus could not leave the worksite unattended to take a compliant meal period. As a result, Claimant and, on information and belief, other Aggrieved Employees were consistently interrupted during their meal periods, required to work through their meal periods, and/or not provided with meal periods at all. Furthermore, Claimant and, on information and belief, other Aggrieved Employees did not sign an on-duty meal period agreement at any point during their employment, nor did they properly waive their meal periods.

Claimant further alleges that, despite working in excess of ten (10) hours per workday, the Company did not provide Claimant and other Aggrieved Employees with the opportunity to take a second thirty (30) minute, off-duty, uninterrupted meal period. This was due in part to the Company's practice of failing to provide adequate coverage to Aggrieved Employees so that they could take a second meal period. Therefore, Claimant and other Aggrieved employees were forced to forgo their second meal period. Moreover, Claimant and, on information and belief, other Aggrieved Employees did not mutually agree to waive their second meal period.

Claimant further alleges that when the Company paid a meal period premium, they failed to include all non-discretionary pay into the calculation of the regular rate of pay.

For the same reasons, Claimant and other Aggrieved Employees were not authorized or permitted by the Company to take an off-duty, uninterrupted, ten (10) minute rest period for every four (4) hours worked or major fraction thereof. Thus, Claimant contends that he and, on information and belief, other Aggrieved Employees were never provided with legally compliant rest periods.

Although Aggrieved Employees, including Claimant, did not receive legally compliant meal periods and/or rest periods, the Company did not timely pay Claimant and, on information and belief, other Aggrieved Employees premium wages equivalent to an additional one (1) hour of pay at their regular rate of pay for each day they were not provided compliant meal periods and/or rest periods. Therefore, the Company owes Claimant and, on information and belief, other Aggrieved Employees a meal and/or rest period premium for each workday that Claimant and other Aggrieved Employees were not provided with a compliant meal period and/or rest period.

Claimant asserts that the Company had, and continues to have, a policy, practice, procedure, and/or guideline of not timely paying all Aggrieved Employees for all minimum, regular, and/or overtime wages for all time engaged in work or spent under the control of the Company. As described herein, Claimant and, on information and belief, other Aggrieved Employees consistently worked through their meal periods. However, the Company did not consider the time spent by Claimant and other Aggrieved Employees working through their meal periods as compensable time and failed to provide any remuneration. Furthermore, Claimant and, on information and belief, other Aggrieved Employees often performed work while off the clock. For instance, Claimant regularly received phone calls from employees and upper management before and after his scheduled shift, even on his days off. However, the Company failed to compensate Claimant for the time spent on these work-related phone calls. Additionally, due in part to Claimant's workload and lack of adequate coverage, Claimant had to complete payroll while he was at home, as he did not have enough time to complete payroll at work. Although all time spent performing these duties was compensable work hours and the Company was required to compensate Claimant accordingly, the Company did not count all this time as hours worked and failed to provide any remuneration. Claimant also asserts that the Company failed to pay overtime at the correct regular rate of pay as the Company failed to factor bonuses into the regular rate of pay.

Additionally, Claimant is informed and believes that other employees are not properly compensated. Some aggrieved employees are paid a designated percentage of the gross margin on the sale depending on the size of the gross margin. These employees receive a fall-back rate of the minimum wage per hour if their pay under the Auto Technician Pay Program system during a pay period falls below the applicable minimum wage. These employees' duties included advising customers of the products and services, and securing sales for the store. However, aggrieved employees were also required to perform other non-sales duties including, picking up tires and other parts for the store, picking up clients, cleaning the store, making bank deposits every day at the end of the day, doing inventory and stocking, attending trainings and meetings. As these aggrieved employees are paid on commission, none of this non-sales work was compensated and these aggrieved employees are also not separately compensated for rest breaks.

Thus, Claimant contends that he and other Aggrieved Employees were not timely paid all minimum, regular, and/or overtime wages for all hours worked and/or spent under the control of the Company, in violation of California law.

Claimant contends that the Company had, and continues to have, a policy, practice, procedure, and/or guideline of not furnishing Aggrieved Employees, including Claimant, with accurate itemized wage statements. For instance, Claimant contends that the wage statements issued by the Company to Aggrieved Employees, including Claimant, did not include the correct total regular and/or overtime hours worked, the correct amount of gross and/or net wages earned, the meal and/or rest premiums owed, and/or all applicable hourly rates and the corresponding number of hours worked at each hourly rate, among other things, as required under the Labor Code.

Furthermore, the Company failed to timely pay Claimant and, on information and belief, other former Aggrieved Employees all wages due and owing upon separation of employment, including minimum, regular, and/or overtime wages for all hours worked and meal and/or rest period premium wages, in part due to the aforementioned Labor Code violations. For instance, despite being terminated from his employment by the Company, the Company did not immediately pay Claimant all of his wages due and owing, including, but not limited to, all minimum, regular, overtime, and/or premium wages due in part to the violations discussed herein. After reaching out to Human Resources, Claimant was informed that his final paycheck was sent to a different state. As a result, Claimant was terminated on February 1, 2022, and did not receive his final paycheck until February 4, 2022. However, Claimant alleges that he has not been paid the bonuses he was due to receive for January and February 2022, despite multiple requests to the Company to be paid these bonuses. Accordingly, Claimant contends that, to date, he has not received all wages owed nor the required waiting time penalties. Claimant further contends that, on information and belief, other former Aggrieved Employees were not timely paid all wages due and owing upon separation of employment and/or the required waiting time penalties.

Due to the foregoing Labor Code violations, the Company denied, and continues to deny, Claimant and other Aggrieved Employees certain rights afforded to them under the Labor Code and the applicable IWC Wage Order. Claimant makes these claims against the Company on behalf of himself and all other Aggrieved Employees.

All facts, claims and/or legal theories contained within this written notice are alleged and/or asserted on behalf of Claimant and all other Aggrieved Employees. The facts and/or claims contained in this written notice are based on the information available at the time of this writing. Since Claimant's investigation is ongoing, Claimant reserves his right to assert any and all related facts, claims, and/or theories of liability discovered after the sending of this letter on behalf of himself and other current or former Aggrieved Employees against the Company and/or other persons that may be discovered after the sending of this letter. Such other persons may include, but are not limited to, those persons who have acted as an agent, subsidiary, servant, employee, co-conspirator, alter-ego, and/or joint venture of the Company, as well as those persons who caused and/or concurrently contributed to the various acts and/or admissions of each and every one of the others, including the Company, in proximately causing the wrongful conduct, harm, and/or damages alleged herein or otherwise participated in or ratified any or all of the acts and/or omissions complained herein, and those who were acting within the authority and/or scope of the Company. Claimant reserves the right to revise these facts and/or add any new claims by amending this letter and/or by adding facts and/or claims to his civil complaint.

FAILURE TO PROVIDE MEAL PERIODS AND/OR TIMELY PAY PREMIUM WAGES

(Labor Code §§ 204, 226.7, 512, 558, and the "Meal Periods" section of the applicable IWC Wage order)

Section 512(a) of the Labor Code provides:

> An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 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. (Emphasis added.)

In pertinent part, the "Meal Periods" section of the applicable IWC Wage Order states:

> (A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and the employee.
>
> (B) An employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 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.
>
> (C) Unless the employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered an "on duty" meal period and counted as time worked. An "on duty" meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the-job paid meal period is agreed to. The written agreement shall state that the employee may, in writing, revoke the agreement at any time.
>
> (D) If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall

> pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided.
>
> (E) In all places of employment where employees are required to eat on the premises, a suitable place for that purpose shall be designated.

A meal period generally comports with the requirements of California law if the employee has at least 30-minutes uninterrupted and the employee is relieved of any and all duty and is free to leave the premises during such time. (*Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1036.) California law further prohibits employers from "...undermining [its] formal policy of providing meal breaks by pressuring employees to perform their duties in ways that omit breaks." (*Id*. at 1040 [internal citations omitted].)

Pursuant to Labor Code section 226.7(c):

> If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.

Labor Code section 558 subjects any employer or any person acting on behalf of an employer who violates Labor Code Part 2, Chapter 1, of the Labor Code (Labor Code §§ 500-558), or any provision regulating the hours and days of work in any IWC Wage Order, to a civil penalty as follows: "[f]or any initial violation, fifty dollars ($50) for each underpaid employee for each pay period for which the employee was underpaid. For each subsequent violation, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee was underpaid."

Labor Code section 204 establishes an employee's fundamental right in the state of California to be paid wages in a timely manner for their work. Premium wages under Labor Code section 226.7 are wages that are due payable in accordance with the Labor Code section 204. (*Murphy v. Kenneth Cole Productions, Inc.* (2007) 40 Cal.4th 1094, 1103-1114.)

As set forth above, the Company failed to provide Claimant and other Aggrieved Employees with the opportunity to take uninterrupted, off-duty meal periods of at least thirty (30) minutes before the start of their sixth (6th) hour of work and/or a second off-duty thirty (30) minute meal period when they worked in excess of ten (10) hours. Consequently, Claimant and other Aggrieved Employees are entitled to receive an additional one (1) hour of pay at their regular rate of compensation for each day a legally compliant meal period was not provided. Therefore, the Company has violated California law. Claimant will pursue all available remedies against the Company for its violations of the Labor Code and relevant IWC Wage Order on behalf of himself and all Aggrieved Employees to the extent permitted by law.

FAILURE TO PROVIDE REST PERIODS AND/OR TIMELY PAY PREMIUM WAGES
(Labor Code §§ 204, 226.7, and the "Rest Periods" section of the applicable IWC Wage Order)

The "Rest Periods" section of the applicable IWC Wage Order provides:

> (A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized 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. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 ½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.
>
> (B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided.

An employer has not authorized or permitted lawful off-duty rest periods unless the employer relieves its employees of any and all work-related duties and relinquishes all control over how its employees spend their time during rest periods. (*Augustus v. ABM Security Services, Inc*. (2016) 2 Cal.5th 267, 269.)

In pertinent part, Labor Code section 226.7 provides:

> (b) An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and health.
>
> (c) If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for workday that the meal or rest or recovery period is not provided.

Labor Code section 204 establishes an employee's fundamental right in the state of California to be paid wages in a timely manner for their work. Premium wages under Labor Code section 226.7 are wages that are due payable in accordance with the Labor Code section 204. (*Murphy*, *supra*, 40 Cal.4th at 1103-1114.)

As discussed herein, the Company failed to authorize and permit Claimant and, on information and belief, other Aggrieved Employees with an off-duty, uninterrupted ten (10) minute rest period for every four (4) hours worked or major fraction thereof. Therefore, Claimant and other Aggrieved Employees are entitled to receive one (1) hour of premium wages for each day a legally compliant rest period was not provided. Claimant will pursue all available remedies against the Company for its violations of law on behalf of himself and all Aggrieved Employees to the extent allowed by law.

FAILURE TO TIMELY PAY ALL MINIMUM, REGULAR, AND/OR OVERTIME WAGES

(Labor Code §§ 204, 210, 510, 558, 1194, 1194.2, 1197, 1197.1, 1198, and the "Minimum Wages" and "Hours and Days of Work" sections of the applicable IWC Wage Order)

Labor Code section 204 establishes an employee's fundamental right in the state of California to be paid wages in a timely manner for their work. Specifically, Labor Code section 204(a) states that all wages earned are due and payable on twice during each calendar month on days designated in advance by the employer as regular pay days. Overtime wages are to be paid no later than the payday for the next regular payroll period. (Labor Code § 204(b)(1).)

Labor Code section 1197 states, "[t]he minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful." (See *Gonzalez v. Downtown LA Motors, LP* (2013) 215 Cal.App.4th 36, 44 [providing that an employer may not pay "less than the applicable minimum wage for all hours worked in the payroll period, whether the remunerations is measured by time, piece, commission, or otherwise."].)

The "Minimum Wages" section of the applicable IWC Wage Order further provides that every employer shall pay to each employee not less than the applicable minimum wage per hour for all hours worked.

The applicable IWC Wage Order defines the term "hours worked" as "the time 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."

Additionally, Labor Code section 1197.1 further provides:

> Any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law or by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to Section 203...

Labor Code sections 510(a), which codifies an employee's right to overtime compensation, provides:

> Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in

> excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

The "Hours and Days of Work" section of the applicable IWC Wage Order mandates the same requirements as Labor Code section 510. Under California law, an employee may not waive his or her right to overtime compensation. (*Early v. Superior Court* (2000) 79 Cal.App.4th 1420, 1430.)

Labor Code section 1194(a) states:

> Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit.

Labor Code section 1194.2 allows for the recovery of liquidated damages in an amount equal to the minimum wages unlawfully unpaid and interest thereon.

Labor Code section 1198 further states:

> The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.

Labor Code section 210 also states that, "every person who fails to pay the wages of an employee as provided in Section…204…shall be subject to a civil penalty" of $100 for an initial violation and $200 plus 25% of the amount unlawfully withheld for a subsequent violation.

As set forth above, the Company has a policy, practice, procedure, and/or guideline of failing to timely pay all minimum, regular, and/or overtime wages to Claimant and, on information and belief, other Aggrieved Employees for all hours actually worked on the date designated in advance by the Company as the regular pay day. For instance, the Company did not compensate Claimant and other Aggrieved Employees for time spent performing work through their meal periods and while off the clock. Claimant will pursue all available remedies against the Company for its violations of the Labor Code on behalf of himself and all Aggrieved Employees to the extent permitted by law.

FAILURE TO PAY FOR SEPARATE REST PEROD COMPENSATION AND NON-PRODUCTIVE WORK

(Labor Code § 226.2)

Labor Code section 226.2 states in pertinent part that "for employees compensated on a piece-rate basis during a pay period, the following shall apply for that pay period: (1) Employees shall be compensated for rest and recovery periods and other nonproductive time separate from any piece-rate compensation. (2)

"[A] piece-rate compensation formula that does not compensate separately for rest periods does not comply with California minimum wage law." *Bluford v. Safeway Inc.*, 216 Cal. App. 4th 864, 872 (2013).

As set forth above, the Company failed to pay for all non-productive and failed to separately compensate other aggrieved employees for rest periods. Claimant will pursue all available remedies for the Companies' violations on behalf of himself and other aggrieved employees to the extent allowed by law.

FAILURE TO FURNISH ACCURATE ITEMIZED WAGE STATEMENTS
(Labor Code §§ 226, 226.3, and the "Records" section of the applicable IWC Wage Order)

Labor Code section 226(a) states, in pertinent part:

> Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee… (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 only the last four digits of his or her social security number or an employee identification number, (8) the name and address of the legal entity that is the employer, … and (9) all applicable hourly rates in effect during each period and the corresponding number of hours worked at each hourly rate by the employee…

Labor Code section 226(e)(1) provides:

> An employee suffering injury as a result of 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 ($4,000), and is entitled to an award of costs and reasonable attorney's fees.

Labor Code section 226(h) further states, "an employee may also bring an action for injunctive relief to ensure compliance with this section and is entitled to an award of costs and reasonable attorneys' fees."

Labor Code section 226.3 imposes an additional civil penalty of $250 per employee per violation in an initial citation and $1,000 per employee per violation for any subsequent violation on the employer for violations of Labor Code section 226(a).

As discussed herein, the Company failed to furnish Claimant and other Aggrieved Employees with accurate itemized wage statements that comply with the requirements of the Labor Code because the wage statements issued did not, among other things, include the correct total regular and/or overtime hours worked, the correct amount of gross and/or net wages earned, all applicable hourly rates , the corresponding number of hours worked at each hourly rate, and all meal and rest premiums owed at the correct regular rate of pay. Claimant will pursue all available remedies against the Company for its violations of the Labor Code on behalf of himself and all Aggrieved Employees to the extent permitted by law.

FAILURE TO TIMELY PAY ALL WAGES DUE AND OWING UPON SEPARATION OF EMPLOYMENT AND/OR THE REQUIRED WAITING TIME PENALTIES
(Labor Code §§ 201, 202, and 203)

Labor Code section 201 states, in pertinent part, "[i]f an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately." Premium wages constitute wages under Labor Code section 204. (*Murphy*, *supra*, 40 Cal.4th at 1103-1114.)

Labor Code section 202 provides, in pertinent part:

> If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 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.

Labor Code section 203(a) further states:

> If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, … any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not continue for more than 30 days.

As set forth above, the Company violated these Labor Code sections by not timely paying to Claimant and other former Aggrieved Employees all minimum, regular, and/or overtime wages, as well as meal and/or rest period premium wages, within the required time upon separation of their employment. Furthermore, Claimant did not receive his final paycheck at the time he was terminated, nor did he receive two bonuses for staying within budget for the past two months of his employment. Claimant will pursue all available remedies against the Company for its violations of California law on behalf of himself and all former Aggrieved Employees to the extent allowed by law.

CIVIL PENALTIES FOR VIOLATION OF THE LABOR CODE AND IWC WAGE ORDERS
(Labor Code §§ 210, 226.3, 558, 558.1, 1174.5, 1197.1, and 2699(f))

Labor Code section 210 provides that any person who fails to pay wages as provided in sections 204, 204(b), and 1197.5 shall be subject to a civil penalty of $100 for any initial violation for each failure to pay each employee and for each subsequent violation, or any willful or intentional violation, $200 for each failure to pay each employee, plus 25% of the amount unlawfully withheld, in addition to any other penalty.

For violations of Labor Code section 226(a), Labor Code section 226.3 imposes a civil penalty of $250 per employee per violation in an initial citation and $1,000 per employee for each violation in a subsequent citation.

Labor Code section 558 subjects any employer or any person acting on behalf of an employer who violates Labor Code Part 2, Chapter 1, of the Labor Code (Labor Code §§ 500-558), or any provision regulating the hours and days of work in any IWC Wage Order, to a civil penalty as follows: "[f]or any initial violation, fifty dollars ($50) for each underpaid employee for each pay period for which the employee was underpaid. For each subsequent violation, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee was underpaid."

Labor Code section 558.1(a) further states that,

> "[a]ny employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wage or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation."

Pursuant to Labor Code section 558.1(b), Labor Code section 558.1(a)is applicable to the owners, officers, directors, or managing agents of the employer.

For violations of Labor Code section 1174 subdivisions (b), (c), and (d), Labor Code section 1174.5 imposes a civil penalty of $500.

Similarly, Labor Code section 1197.1 subjects any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to Labor Code section 203 as follows:

> (1) For any initial violation that is intentionally committed, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee is underpaid. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to § 1194.2, and any applicable penalties imposed pursuant to § 203. (2) For each subsequent violation for the same specific offense, two hundred fifty dollars ($250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to § 1194.2, and any applicable penalties imposed pursuant to § 203. (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to § 203, recovered pursuant to this section shall be paid to the affected employee.

Labor Code section 2699(f) imposes a civil penalty of $100 per pay period, per employee for the initial violation and $200 per pay period, per employee for each subsequent violation for all Labor Code provisions for which a civil penalty is not specifically provided, including, but not limited to, Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512, 1174(c), 1174(d), 1194, 1197, 1197.1, 1197.5, 1198, 2802, and relevant IWC Wage Orders.

As set forth above, the Company violated the Labor Code and IWC Wage Order by, among other things, failing to provide meal periods and/or timely pay premium wages; failing to provide rest periods and/or timely pay premium wages; failing to timely pay all minimum, regular, and/or overtime wages; failing to furnish accurate itemized wage statements; and failing to timely pay all wages due and owing upon separation of employment and/or the required waiting time penalties. As a result, the Company is liable for civil penalties under Labor Code sections 210, 226.3, 558, 558.1, 1197.1, and 2699(f). Claimant will pursue all available remedies including, but not limited to, those stated herein, for the Company's violations of the Labor Code and IWC Wage Order on behalf of himself and other Aggrieved Employees to the extent permitted by law.

ATTORNEY'S FEES, COSTS, INTEREST, LIQUIDATED DAMAGES AND PENALTIES
(Labor Code §§ 210, 218.5, 218.6, 226(e), 558, 1194, 1194.2, 1197.1, and 2698, *et seq.*)

Labor Code sections 210, 218.5, 218.6, 226(e), 558, 1194, 1194.2, 1197.1, and 2698, *et seq.*, among others, give employees the right to recover in a civil action the full amount of damages, liquidated damages and penalties, including interest thereon, as well as reasonable attorneys' fees and costs.

Pursuant to Labor Code section 2699(i), an aggrieved employee, such as Claimant, is entitled to collect 25% of the penalty assessment. Under Labor Code section 2699(g)(1), an aggrieved employee, such as Claimant, is entitled to an award of reasonable attorneys' fees and costs. Accordingly, the Company is liable for these items. Claimant has already incurred actual damages, costs and attorneys' fees and he will continue to incur such costs as a result of the Company's unlawful actions. Claimant will pursue all available remedies against the Company, including those provided by PAGA, on behalf of himself and other Aggrieved Employees to the extent permitted by California law for the violations of law described herein and those that may be later discovered.

CONCLUSION

Based on the foregoing, the Company has violated the Labor Code and the applicable IWC Wage Order, thereby depriving Claimant and other Aggrieved Employees of the rights and protections afforded to them. Specifically, Claimant contends that the Company violated Labor Code sections 201-204, 210, 224, 226, 226.3, 226.7, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, and 1198, as well as the applicable IWC Wage Order. Claimant has satisfied the prerequisites of the PAGA to serve as a representative of all Aggrieved Employees, the general public, and the state of California in order to enforce California labor laws and to seek civil penalties for the provisions set forth herein, as well as those which may be later discovered.

Accordingly, if the LWDA declines to intervene or act within time prescribed by the PAGA, Claimant may elect to initiate and/or amend a civil action, on behalf of himself and all other aggrieved employees.

Sincerely,

Erik Dos Santos

cc: Klinedinst PC
Thomas E. Daugherty, Esq.
501 W Broadway, Suite 600
San Diego, CA 92101

Magdalena Valdez

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
Sent: Tuesday, August 09, 2022 2:32 PM
To: Magdalena Valdez
Subject: Thank you for submission of your PAGA Case.

Follow Up Flag: Follow up
Flag Status: Flagged

*** [CAUTION: This email originated from outside of Graham Hollis. Do not click links or open attachments unless you recognize the sender and know the content is safe] ***

8/9/2022

LWDA Case No. LWDA-CM-900568-22
Law Firm : GrahamHollis APC
Plaintiff Name : John Johnson
Employer: GB Auto Service, Inc.
Filing Fee : $75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

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

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: https://url.emailprotection.link/?bWhZGmtVpkolk3PyXCFMH4PF8pRZR0-JgiPF7QETj_UxW5y1YhA9kQUfo4OtjAcmum2SmR46sljNeUcz_f60P3AIYd4RUZuY5ZKdYbpHgM-D2BPYxSV9fTgX3mRRc8OB8

Magdalena Valdez

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
Sent: Tuesday, August 09, 2022 3:32 PM
To: Magdalena Valdez
Cc: pagainfo@dir.ca.gov
Subject: New PAGA Notice Payment unsuccessful

Follow Up Flag: Follow up
Flag Status: Flagged

*** [CAUTION: This email originated from outside of Graham Hollis. Do not click links or open attachments unless you recognize the sender and know the content is safe] ***

8/9/2022

Item submitted: Initial PAGA Notice

LWDA Case No. LWDA-CM-900568-22

Your payment for the initial notice listed above wasn't successfully processed. Please contact the PAGA unit at pagainfo@dir.ca.gov for instruction on how to complete your submission and payment.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: https://url.emailprotection.link/?bWhZGmtVpkolk3PyXCFMH4PF8pRZR0-JgiPF7QETj_UxW5y1YhA9kQUfo4OtjAcmum2SmR46sljNeUcz_f60P3AIYd4RUZuY5ZKdYbpHgM-D2BPYxSV9fTgX3mRRc8OB8

Electronic Delivery Confirmation™

USPS CERTIFIED MAIL™

GrahamHollis APC
3555 5TH AVE STE 200
SAN DIEGO CA 92103-5057

$7.44 US POSTAGE
FIRST-CLASS
Aug 10 2022
Mailed from ZIP 92103
2 oz First-Class Mail Flats Rate

11923275

stamps endicia

062S0012913542

USPS CERTIFIED MAIL

9414 8118 9876 5873 6945 34

GB Auto Service, Inc.
C T Corporation System, Agent for Service of Pr
330 N BRAND BLVD STE 700
GLENDALE CA 91203-2336

Reference	35068-00001 MV
USPS #	9414811898765873694534
USPS Mail Class	Certified with Return Receipt (Signature)
USPS Status	Your item was delivered to an individual at the address at 7:10 pm on August 12, 2022 in GLENDALE, CA 91209.
USPS History	Available for Pickup, 08/12/2022, 10:46 am, GLENDALE, CA 91209 Arrived at Post Office, 08/12/2022, 10:27 am, GLENDALE, CA 91205 Available for Pickup, 08/12/2022, 8:56 am, GLENDALE, CA 91209 Departed USPS Regional Facility, August 11, 2022, 6:59 pm, VAN NUYS CA DISTRIBUTION CENTER Arrived at USPS Regional Facility, August 11, 2022, 6:27 pm, VAN NUYS CA DISTRIBUTION CENTER Arrived at USPS Regional Facility, August 11, 2022, 6:23 am, SANTA CLARITA CA DISTRIBUTION CENTER Arrived at USPS Regional Origin Facility, 08/10/2022, 7:56 pm, SAN DIEGO CA DISTRIBUTION CENTER Accepted at USPS Regional Facility, August 10, 2022, 6:56 pm, SAN DIEGO CA DISTRIBUTION CENTER Shipping Label Created, USPS Awaiting Item, August 10, 2022, 4:17 pm, SAN DIEGO, CA 92103

Date Verified: 08/13/2022 00:42:07 (UTC)

Electronic Delivery Confirmation™

USPS CERTIFIED MAIL™

GrahamHollis APC
3555 5TH AVE STE 200
SAN DIEGO CA 92103-5057

$7.44 US POSTAGE
FIRST-CLASS
Aug 10 2022
Mailed from ZIP 92103
2 oz First-Class Mail Flats Rate

11923275

stamps endicia

062S0012913542

USPS CERTIFIED MAIL

9414 8118 9876 5873 6947 56

GB Auto Service, Inc.
GB Auto Service, Inc.
3945 E FRONT LOWELL RD.
SUITE 211
TUCSON AZ 85712-0000

Reference	35068-00001 MV
USPS #	9414811898765873694756
USPS Mail Class	Certified with Return Receipt (Signature)
USPS Status	Your item was delivered to an individual at the address at 11:19 am on August 12, 2022 in TUCSON, AZ 85712.
USPS History	Out for Delivery, 08/12/2022, 8:05 am, TUCSON, AZ 85712 Arrived at Post Office, 08/12/2022, 7:54 am, TUCSON, AZ 85711 Departed USPS Regional Facility, August 11, 2022, 11:51 pm, TUCSON AZ DISTRIBUTION CENTER Arrived at USPS Regional Destination Facility, 08/11/2022, 6:28 pm, TUCSON AZ DISTRIBUTION CENTER Arrived at USPS Regional Origin Facility, 08/10/2022, 7:56 pm, SAN DIEGO CA DISTRIBUTION CENTER Accepted at USPS Regional Facility, August 10, 2022, 6:56 pm, SAN DIEGO CA DISTRIBUTION CENTER Shipping Label Created, USPS Awaiting Item, August 10, 2022, 4:09 pm, SAN DIEGO, CA 92103

Date Verified: 08/13/2022 00:42:20 (UTC)

Electronic Delivery Confirmation™

USPS CERTIFIED MAIL™

GrahamHollis APC
3555 5TH AVE STE 200
SAN DIEGO CA 92103-5057

$7.44 US POSTAGE
FIRST-CLASS
Aug 10 2022
Mailed from ZIP 92103
2 oz First-Class Mail Flats Rate

11923275

stamps endicia

062S0012913542

USPS CERTIFIED MAIL

9414 8118 9876 5873 6950 29

Klinedinst PC
Thomas E. Daugherty, Esq.
501 W BROADWAY STE 600
SAN DIEGO CA 92101-3584

Reference	35068-00001 MV
USPS #	9414811898765873695029
USPS Mail Class	Certified with Return Receipt (Signature)
USPS Status	Your item was picked up at a postal facility at 9:35 am on August 15, 2022 in SAN DIEGO, CA 92101.
USPS History	In Transit to Next Facility, 08/13/2022 In Transit to Next Facility, 08/12/2022 Departed USPS Regional Facility, August 11, 2022, 6:32 pm, SAN DIEGO CA DISTRIBUTION CENTER Arrived at USPS Regional Facility, August 10, 2022, 7:56 pm, SAN DIEGO CA DISTRIBUTION CENTER Accepted at USPS Regional Facility, August 10, 2022, 6:56 pm, SAN DIEGO CA DISTRIBUTION CENTER Shipping Label Created, USPS Awaiting Item, August 10, 2022, 4:20 pm, SAN DIEGO, CA 92103

Date Verified: 08/15/2022 18:41:42 (UTC)

UNITED STATES
POSTAL SERVICE

August 12, 2022

Dear Reference 35068 00001 MV:

The following is in response to your request for proof of delivery on your item with the tracking number: **9414 8118 9876 5873 6945 34**.

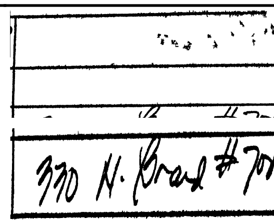
Item Details

Status:	Delivered, Left with Individual
Status Date / Time:	August 12, 2022, 7:10 pm
Location:	GLENDALE, CA 91209
Postal Product:	First-Class Mail®
Extra Services:	Certified Mail™
	Return Receipt Electronic

Recipient Signature

Signature of Recipient:

Address of Recipient:



Note: Scanned image may reflect a different destination address due to Intended Recipient's delivery instructions on file.

Thank you for selecting the United States Postal Service® for your mailing needs. If you require additional assistance, please contact your local Post Office™ or a Postal representative at 1-800-222-1811.

Sincerely,
United States Postal Service®
475 L'Enfant Plaza SW
Washington, D.C. 20260-0004

August 12, 2022

Dear Reference 35068 00001 MV:

The following is in response to your request for proof of delivery on your item with the tracking number: **9414 8118 9876 5873 6947 56**.

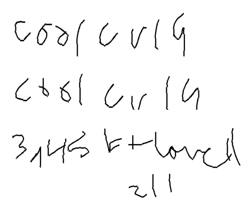
Item Details

Status:	Delivered, Left with Individual
Status Date / Time:	August 12, 2022, 11:19 am
Location:	TUCSON, AZ 85712
Postal Product:	First-Class Mail®
Extra Services:	Certified Mail™ Return Receipt Electronic

Recipient Signature

Signature of Recipient:

Address of Recipient:



Note: Scanned image may reflect a different destination address due to Intended Recipient's delivery instructions on file.

Thank you for selecting the United States Postal Service® for your mailing needs. If you require additional assistance, please contact your local Post Office™ or a Postal representative at 1-800-222-1811.

Sincerely,
United States Postal Service®
475 L'Enfant Plaza SW
Washington, D.C. 20260-0004

August 15, 2022

Dear Reference 35068 00001 MV:

The following is in response to your request for proof of delivery on your item with the tracking number: **9414 8118 9876 5873 6950 29**.

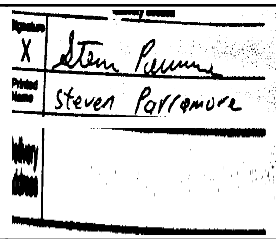
Item Details

Status:	Delivered, Individual Picked Up at Postal Facility
Status Date / Time:	August 15, 2022, 9:35 am
Location:	SAN DIEGO, CA 92101
Postal Product:	First-Class Mail®
Extra Services:	Certified Mail™ Return Receipt Electronic

Recipient Signature

Signature of Recipient:

Address of Recipient:



Note: Scanned image may reflect a different destination address due to Intended Recipient's delivery instructions on file.

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Sincerely,
United States Postal Service®
475 L'Enfant Plaza SW
Washington, D.C. 20260-0004