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Electronically FILED by  
Superior Court of California,  
County of Los Angeles  
11/17/2025 4:48 PM  
David W. Slayton,  
Executive Officer/Clerk of Court,  
By G. Carini, Deputy Clerk

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 FOR THE COUNTY OF LOS ANGELES

11 UNLIMITED JURISDICTION

12 ARMANDO MERCADO, on behalf of  
13 himself and all others similarly situated, and  
14 the general public,

15 *Plaintiff,*

16 v.

17 PENSKE TRUCK LEASING  
18 CORPORATION, a Delaware Corporation;  
19 PENSKE TRUCK LEASING CO. L.P., a  
20 Delaware Corporation; and DOES 1 through  
21 50, inclusive,

22 *Defendants.*

Case No. **25STCV33639**

**REPRESENTATIVE ACTION**

**COMPLAINT**

1. Civil Penalties (Lab. Code § 2698, *et seq.*)

1 Plaintiff ARMANDO MERCADO ("Plaintiff"), on behalf of himself and all others  
2 similarly situated, and the general public, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this representative action against defendants PENSKE TRUCK  
5 LEASING CORPORATION, a Delaware Corporation; PENSKE TRUCK LEASING CO. L.P., a  
6 Delaware Corporation; and DOES 1 through 50, inclusive, (collectively referred to as  
7 "Defendants") for alleged violations of the Labor Code. As set forth below, Plaintiff alleges that  
8 Defendants have

- 9 (1) failed to provide Plaintiff and all other similarly situated individuals with meal  
10 periods;
- 11 (2) failed to provide them with rest periods;
- 12 (3) failed to pay them premium wages for missed meal and/or rest periods;
- 13 (4) failed to pay them premium wages for missed meal and/or rest periods at the regular  
14 rate of pay;
- 15 (5) failed to pay them at least minimum wage for all hours worked;
- 16 (6) failed to pay them overtime wages at the correct rate;
- 17 (7) failed to pay them double time wages at the correct rate;
- 18 (8) failed to pay them overtime and/or double time wages by failing to include all  
19 applicable remuneration in calculating the regular rate of pay;
- 20 (9) failed to reimburse them for all necessary business expenses; and
- 21 (10) failed to pay them all of their final wages following separation of employment.

22 Based on these alleged violations, Plaintiff now brings this representative action to recover civil  
23 and statutory penalties, and related relief on behalf of himself and all others similarly situated, all  
24 other aggrieved employees, and the State of California.

25 **JURISDICTION AND VENUE**

26 2. This Court has subject matter jurisdiction to hear this case because the unpaid wages,  
27 actual damages, liquidated damages, restitution, and penalties sought by Plaintiff from Defendants  
28 exceeds the minimal jurisdictional limits of the Superior Court of the State of California.

1 subject matter of this Complaint occurred therein and/or each defendant is found, maintains offices,  
2 transacts business, and/or has an agent therein.

3 **PARTIES**

4 4. Plaintiff is and was, and at all relevant times mentioned herein, an individual residing in  
5 the State of California.

6 5. Plaintiff is informed and believes, and thereupon alleges, that Defendant PENSKE  
7 TRUCK LEASING CORPORATION, is, and at all relevant times mentioned herein, a Delaware  
8 corporation doing business in the State of California.

9 6. Plaintiff is informed and believes, and thereupon alleges, that Defendant PENSKE  
10 TRUCK LEASING CO. L.P., is, and at all relevant times mentioned herein, a Delaware corporation  
11 doing business in the State of California.

12 7. Plaintiff is ignorant of the true names and capacities of the defendants sued herein as  
13 DOES 1 through 50, inclusive, and therefore sues these defendants by such fictitious names. Plaintiff  
14 will amend this Complaint to allege the true names and capacities of the DOE defendants when  
15 ascertained. Plaintiff is informed and believes, and thereupon alleges, that each of the fictitiously named  
16 defendants are responsible in some manner for the occurrences, acts and omissions alleged herein and  
17 that Plaintiff's alleged damages were proximately caused by these defendants, and each of them.  
18 Plaintiff will amend this complaint to allege both the true names and capacities of the DOE defendants  
19 when ascertained.

20 8. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times  
21 mentioned herein, some or all of the defendants were the representatives, agents, employees, partners,  
22 directors, associates, joint venturers, joint employers, principals, or co-participants of some or all of the  
23 other defendants, and, in doing the things alleged herein, were acting within the course and scope of  
24 such relationship and with the full knowledge, consent, and ratification by such other defendants.

25 **CLASS ALLEGATIONS**

26 9. This action has been brought and may be maintained as a class action pursuant to Code  
27 of Civil Procedure § 382, because there is a well-defined community of interest among the persons who  
28 comprise the readily ascertainable classes defined below and because Plaintiff is unaware of any

1                    **GENERAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

2            9.        Plaintiff worked for Defendants as an hourly, non-exempt employee from approximately  
3 August 1, 2015 through February 7, 2025.

4                    **Clocking In/Off-the-Clock**

5            10.        Plaintiff and the aggrieved employees would work shifts that generally started at 8:00  
6 A.M. However, Plaintiff and the aggrieved employees frequently experienced power outages and time  
7 clock malfunctions, which prevented them from properly clocking in at the beginning of their shifts.  
8 Additionally, it was common to have approximately seven to eight employees to be waiting in line to  
9 clock in, which resulted in delays of approximately an additional five to ten minutes per day.

10           11.        The time spent waiting in line and during this system failure ranged from approximately  
11 ten to fifteen minutes—time which was unpaid by Defendants.

12           12.        Moreover, Plaintiff and the aggrieved employees were required to arrive at work already  
13 dressed in uniforms, including company-issued attire and personal protective equipment (“PPE”). The  
14 process of donning PPE, such as work uniforms, safety glasses, and steel toed boots, typically took  
15 fifteen to twenty minutes before the start of each shift. Thus, Defendants failed to compensate Plaintiff  
16 and the aggrieved employees for the time spent accordingly.

17                    **Clock-Out Process**

18           13.        Similarly, upon clocking out for each work shift, Plaintiff and the aggrieved employees  
19 were permitted to doff their PPE, including safety glasses, steel-toed boots, and company-issued  
20 uniforms, after they had already clocked out. Defendants did not allow employees to change out of their  
21 uniforms or doff PPE while still on-the-clock. The time spent doffing PPE typically ranged from ten to  
22 fifteen minutes—time which was unpaid by the Defendants.

23                    **Off-the-Clock Work**

24           14.        Plaintiff and the aggrieved employees were not paid all wages earned as Defendants  
25 directed, permitted, or otherwise encouraged Plaintiff and the aggrieved employees to perform off-the-  
26 clock work.

27           15.        Plaintiff and the aggrieved employees were required to perform off-the-clock work on  
28 multiple occasions after they had clocked out for their shift. For example, Plaintiff and the aggrieved

1 employees were regularly directed by supervisors, including but not limited to Erica and Nick, to clean  
2 up their work area, move trucks, and assist coworkers even after clocking out. Plaintiff and the  
3 aggrieved employees were told to “take one for the team” to avoid accruing overtime and were expected  
4 to finish assigned tasks off-the-clock. This off-the-clock work typically occurred weekly and took about  
5 fifteen to thirty minutes per day. Defendants failed to compensate for the time spent performing these  
6 additional duties.

7 16. As a result of performing off-the-clock work that was directed, permitted, or otherwise  
8 encouraged by Defendants, Plaintiff and the aggrieved employees should have been paid for this time.  
9 Instead, Defendants only paid Plaintiff and the aggrieved employees based on the time they were  
10 clocked in for their shifts and did not pay Plaintiff and the aggrieved employees for any of the time spent  
11 working off-the-clock.

12 17. Defendants knew or should have known that Plaintiff and the aggrieved employees were  
13 performing work before and after their scheduled work shifts and failed to pay Plaintiff and the  
14 aggrieved employees for these hours.

15 18. Defendants were aware of this practice and directed, permitted, or otherwise encouraged  
16 Plaintiff and the aggrieved employees to perform off-the-clock work.

17 19. As a result of Defendants’ policies and practices, Plaintiff and the aggrieved employees  
18 were not paid for all hours worked.

#### 19 **Missed Meal Periods**

20 20. Plaintiff and the aggrieved employees were not provided with meal periods of at least  
21 thirty (30) minutes for each five (5) hour work period due to (1) Defendants’ policy of not scheduling  
22 each meal period as part of each work shift; (2) chronically understaffing each work shift with not  
23 enough workers; (3) imposing so much work on each employee such that it made it unlikely that an  
24 employee would be able to take their breaks if they wanted to finish their work on time; and (4) no  
25 formal written meal period policy that encouraged employees to take their meal periods.

26 21. During shifts of five hours or longer, Plaintiff and the aggrieved employees would be  
27 required to clock out and back in for a supposed meal period to give the appearance of compliance with  
28 the law but were made to keep working through the meal period and were not compensated for the off-

1 the-clock time worked.

2 22. As a result of Defendants' policy, Plaintiff and the aggrieved employees were regularly  
3 not provided with uninterrupted meal periods of at least thirty (30) minutes for each five (5) hours  
4 worked due to complying with Defendants' productivity requirements that required Plaintiff and the  
5 aggrieved employees to work through their meal periods in order to complete their assignments on  
6 time.

#### 7 **Missed Rest Periods**

8 23. Plaintiff and the aggrieved employees were not provided with rest periods of at least ten  
9 (10) minutes for each four (4) hour work period, or major fraction thereof, due to (1) Defendants'  
10 policy of not scheduling each rest period as part of each work shift; (2) chronically understaffing each  
11 work shift with not enough workers; (3) imposing so much work on each employee such that it made it  
12 unlikely that an employee would be able to take their breaks if they wanted to finish their work on time;  
13 and (4) no formal written rest period policy that encouraged employees to take their rest periods.

14 24. As a result of Defendants' policy, Plaintiff and the aggrieved employees were regularly  
15 not provided with uninterrupted rest periods of at least ten (10) minutes for each four (4) hours worked  
16 due to complying with Defendants' productivity requirements that required Plaintiff and the aggrieved  
17 employees to work through their rest periods in order to complete their assignments on time.

#### 18 **Regular Rate of Pay**

19 25. The regular rate of pay under California law includes all remuneration for employment  
20 paid, on behalf of the employer, to the employee. This requirement includes, but is not limited, to,  
21 commissions and non-discretionary bonuses.

22 26. During the applicable limitations period, Defendants violated the rights of Plaintiff and  
23 the aggrieved employees under the above-referenced Labor Code sections by failing to pay them  
24 overtime wages for all overtime hours worked in violation of Labor Code §§ 510, 1194, and 1198 as a  
25 result of not correctly calculating their regular rate of pay to include all applicable remuneration,  
26 including, but not limited to, non-discretionary bonuses and/or shift-differential pay.

#### 27 **Expense Reimbursement**

28 27. Plaintiff and the aggrieved employees members were required to utilize their own

1 personal tools to perform their job duties.

2 28. Plaintiff and the aggrieved employees members were not reimbursed for business  
3 expenses incurred in maintaining their tools.

4 29. In addition, Plaintiff and the aggrieved employees members were not reimbursed for cell  
5 phone usage as they were required to maintain communication while performing their duties out in the  
6 field.

7 30. Defendants failed to reimburse Plaintiff and the aggrieved employees for such necessary  
8 business expenses incurred by them.

9 **FIRST CAUSE OF ACTION**

10 **CIVIL PENALTIES**

11 **(Lab. Code §§ 2698 *et seq.*)**

12 31. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

13 32. During the applicable limitations period, Defendants have violated Labor Code §§  
14 226(a), 226.7, 227.3, 510, 512, 1194, 1197, 1198, and 2802.

15 33. Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on behalf of  
16 himself and other current and former employees, to bring a representative civil action to recover  
17 civil penalties pursuant to the procedures set forth in Labor Code § 2699.3 that may, but need not,  
18 be brought or maintained as a class action pursuant to Code of Civil Procedure section 382.

19 34. Plaintiff, a former employee against whom Defendants committed one or more of the  
20 alleged Labor Code violations during the applicable limitations period, is an aggrieved employee  
21 within the meaning of Labor Code § 2699(c).

22 35. Plaintiff has complied with the procedures for bringing suit specified in Labor Code  
23 § 2699.3. Notice was provided to the California Labor & Workforce Development Agency  
24 (“LWDA”) and 65 days have elapsed without the LWDA providing Plaintiff with any notice of an  
25 intent to investigate.

26 36. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff seeks the following civil  
27 penalties for Defendants’ violations of Labor Code §§ 226(a), 226.7, 227.3, 510, 512, 1194, 1197,  
28 1198 and 2802:

- i. For violations of Labor Code §§ 201, 202, 203, 212, 226.7, 227.3, 1194, 1198 and 2802, one hundred dollars (\$100) for each employee per pay period for each initial violation and two hundred dollars (\$200) for each employee per pay period for each subsequent violation (penalties set by Labor Code § 2699(f)(2));
- ii. For violations of Labor Code § 226(a), if this action is deemed to be an initial citation, two hundred and fifty dollars (\$250) for each employee for each violation. Alternatively, if an initial citation or its equivalent occurred before the filing of this action, one thousand dollars (\$1,000) for each employee for each violation (penalties set by Labor Code § 226.3);
- iii. For violation of Labor Code §§ 510 and 512, fifty dollars (\$50) for each employee for each initial pay period for which the employee was underpaid, and one hundred dollars (\$100) for each employee for each subsequent pay period for which the employee was underpaid (penalties set by Labor Code § 558);
- iv. For violations of Labor Code § 1197, one hundred dollars (\$100) for each aggrieved employee for each initial violation of Labor Code § 1197 that was intentional and two hundred and fifty dollars (\$250) for each aggrieved employee per pay period for each subsequent violation of Labor Code § 1197, regardless of whether the initial violation was intentional (penalties set by Labor Code § 1197.1);
- v. Pursuant to Labor Code § 2699(g), Plaintiff seeks an award of reasonable attorneys' fees and costs in connection with Plaintiff's claims for civil penalties.

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1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff, on behalf of himself, all others similarly situated, and the general  
3 public, prays for relief and judgment against Defendants as follows:

- 4 (1) Declaratory relief;  
5 (2) Pre-judgment interest;  
6 (3) Civil penalties;  
7 (4) Costs of suit;  
8 (5) Reasonable attorneys' fees; and  
9 (6) Such other relief as the Court deems just and proper.

10 **DEMAND FOR JURY TRIAL**

11 Plaintiff, on behalf of himself, all other similarly situated, and the general public, hereby  
12 demands a jury trial on all issues so triable.

13  
14 Dated: November 7, 2025

SETAREH LAW GROUP

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17   
18 SHAUN SETAREH  
Attorneys for Plaintiff  
ARMANDO MERCADO