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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

NICOLE HOLTON, individually and on behalf
of others similarly situated,

Plaintiff,

vs.

TOYO TIRE HOLDINGS OF AMERICAS,
INC. dba TOYO TIRES, a California Stock
Corporation; and DOES 1 through 25, inclusive,

Defendants.

Electronically FILED by
Superior Court of California,
County of Los Angeles
11/24/2025 11:24 AM
David W. Slayton,
Executive Officer/Clerk of Court,
By S. Cwikla, Deputy Clerk

Case No.: **25STCV34325**

**CLASS ACTION COMPLAINT FOR
DAMAGES AND ENFORCEMENT
ACTION UNDER THE PRIVATE
ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE §§ 2698 ET
SEQ.**

- (1) Violation of Cal. Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums)
- (2) Violation of Cal. Labor Code § 226.7 (Unpaid Rest Period Premiums)
- (3) Violation of Cal. Labor Code § 226(a) (Failure to Provide Accurate Wage Statements)
- (4) Violation of Cal. Labor Code §§ 201, 202 and 203 (Untimely Final Wages)
- (5) Violation of Cal. Labor Code §§ 2800 and 2802 (Failure to Reimburse Necessary Business Expenses)
- (6) Violation of Cal. Business & Professions Code § 17200, *et seq.*
- (7) Violation of Cal. Labor Code § 2699, *et seq.* (Private Attorneys General Act)

DEMAND FOR JURY TRIAL

1 Plaintiff NICOLE HOLTON (“Plaintiff”), individually and on behalf of all members of the
2 general public similarly situated, on behalf of other aggrieved employees pursuant to the California
3 Labor Code Private Attorneys General Act, alleges as follows against Defendant TOYO TIRE
4 HOLDINGS OF AMERICAS, INC. dba TOYO TIRES, and DOES 1 through 25, inclusive
5 (“Defendants”):

6 **INTRODUCTION**

7 1. Plaintiff brings this action against Defendants for California Labor Code violations,
8 unfair business practices, and civil penalties stemming from Defendants’ failure to pay overtime
9 compensation, failure to provide meal periods, failure to authorize and permit rest periods, failure to
10 pay minimum wage, failure to timely pay wages during and upon termination of employment, failure
11 to provide accurate wage statements, failure to maintain accurate time and payroll records, and failure
12 to reimburse necessary business-related expenses.

13 2. Plaintiff’s First through Sixth Causes of Action are brought as a class action on behalf
14 of herself and similarly situated current and former employees of Defendants (hereinafter collectively
15 referred to as the “Class” or “Class Members”) pursuant to California Code of Civil Procedure section
16 382. The monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdiction limits
17 of the Superior Court and will be established according to proof of trial.

18 3. Plaintiff’s Seventh Cause of Action is brought as a representative action on behalf of
19 herself and certain other current and former employees of Defendant TOYO TIRE HOLDINGS OF
20 AMERICAS, INC. dba TOYO TIRES against whom one of more of the alleged violations was
21 committed (hereinafter collectively referred to as the “Aggrieved Employees”) pursuant to California
22 Labor Code sections 2698, *et seq.* Plaintiff is an aggrieved employee against whom one or more of the
23 alleged violations occurred. The civil penalties sought by Plaintiff exceed the minimal jurisdiction
24 limits of the Superior Court and will be established according to proof at trial.

25 **JURISDICTION AND VENUE**

26 4. This is a class action brought pursuant to California Code of Civil Procedure section
27 382.

28 5. The monetary damages, restitution, statutory penalties, and other applicable legal and

equitable relief sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

6. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

7. This Court has jurisdiction over all Defendants because, upon information and belief, Defendants are either citizens of California, have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice. Further, no federal question is at issue because the claims asserted herein are based solely on California law.

8. Venue is proper in this Court because, upon information and belief, Defendants maintain offices, have agents, employ individuals, and/or transact business in the State of California, Los Angeles County.

THE PARTIES

9. At all times herein mentioned, Defendant TOYO TIRE HOLDINGS OF AMERICAS, INC. dba TOYO TIRES was and is, an employer who does business in California, with locations throughout the state of California, and whose employees are engaged throughout Los Angeles County and the State of California.

10. At all times herein mentioned, Defendant TOYO TIRE HOLDINGS OF AMERICAS, INC. dba TOYO TIRES was and is, an employer who does business in California, with locations throughout the state of California, and whose employees are engaged throughout Los Angeles County and the State of California. Plaintiff is unaware of the true names or capacities of the Defendants sued herein under the fictitious names DOES 1 through 25 but will seek leave of this Court to amend the complaint and serve such fictitiously named Defendants once their names and capacities become known.

11. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and

omissions alleged herein were performed by, or are attributable to TOYO TIRE HOLDINGS OF AMERICAS, INC. dba TOYO TIRES and/or DOES 1 through 25, each acting as the agent, employee, alter ego, and/or joint venturer of, or working in concert with, each of the other co-Defendants and within the course and scope of such agency, employment, joint venture, or concerted activity with legal authority to act on the others' behalf. The acts of any and all Defendants represent and were in accordance with Defendants' official policies.

12. At all relevant times, Defendants were the employers of Plaintiff within the meaning of all applicable state laws and statutes. Defendants directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiff so as to make each of said Defendants employers and employers liable under the statutory provisions set forth herein.

13. Defendants had the authority to hire and terminate Plaintiff and the other class members, to set work rules and conditions governing Plaintiff and the other class members' employment, and to supervise their daily employment activities.

14. Defendants exercised sufficient authority over the terms and conditions of Plaintiff and the other class members' employment for them to be joint employers of Plaintiff and the other class members.

15. Defendants directly hired and paid wages and benefits to Plaintiff and the other class members.

16. Defendants continue to employ hourly paid and/or non-exempt employees within the State of California.

17. At all relevant times, Defendants, and each of them, ratified each and every act or omission complained of herein. At all relevant times, Defendants, and each of them, aided and abetted the acts and omissions of each and all the other Defendants in proximately causing the damages herein alleged.

18. Plaintiff is informed and believes, and thereon alleges, that each of said Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts, omissions, occurrences, and transactions alleged herein.

1 **GENERAL ALLEGATIONS**

2 19. Plaintiff has been employed by Defendants since approximately August 1, 2019, as a
3 Customer Service Representative. Defendants jointly and severally employed Plaintiff.

4 20. Plaintiff is informed and believes, and thereon alleges that Defendants engaged in a
5 pattern and practice of wage abuse against their hourly-paid and/or non-exempt employees. As set
6 forth in more detail below, this pattern and practice of wage abuse involved, *inter alia*, requiring
7 Plaintiff and the class members to work off-the-clock without compensation, failing to properly pay
8 overtime wages and minimum wages for all hours worked, failing to provide all meal and rest breaks
9 to which they were entitled and failing to pay meal and rest break premiums when due, failing to
10 timely pay wages during employment and upon termination of employment, failing to provide accurate
11 wage statements, failing to reimburse necessary business-related expenses and failing to adhere to
12 other related protections afforded by the California Labor Code and the applicable Industrial Welfare
13 Commission Wage Order.

14 21. Defendants knew or should have known that they had a duty to compensate Plaintiff
15 and the class pursuant to California law. Defendants had the financial ability to pay such
16 compensation, but willfully, knowingly, and intentionally failed to do so to increase Defendant's
17 profits.

18 **CLASS ACTION ALLEGATIONS**

19 22. Plaintiff brings this lawsuit as a class action on behalf of Plaintiff and all others
20 similarly situated, as members of a proposed class pursuant to California Code of Civil Procedure
21 section 382. The class satisfies the numerosity, commonality, typicality, adequacy, predominance,
22 and superiority requirements under California Code of Civil Procedure section 382.

23 23. The proposed class is defined as follows:

24 **All current and former non-exempt employees who worked for**
25 **Defendants in the State of California at any time during the period**
26 **from four years prior to the date of the filing of this Complaint until**
27 **final judgment.**

28 24. Plaintiff reserves the right to establish additional subclasses as appropriate.

1 25. There is a well-defined community of interest in the litigation and the Class is easily
2 ascertainable.

3 26. The Class is so numerous that the individual joinder of all its members is impracticable.
4 While the exact number and identities of class members are unknown to Plaintiff at this time, the exact
5 numbers of class members and their identities can be ascertained through appropriate discovery from
6 records maintained by Defendants and their agents.

7 27. Common questions of fact and law exist as to all class members, which predominate
8 over any questions affecting only individual members of the Class. The common legal and factual
9 questions which do not vary from class member to class member, and which may be determined
10 without reference to the individual circumstances of any class member include, but are not limited to,
11 the following:

- 12 i. Whether Defendants had a policy and practice of failing to pay minimum wages to
13 Plaintiff and the other class members for all hours worked;
- 14 ii. Whether Defendants had a policy and practice of failing to pay overtime wages to
15 Plaintiff and the other class members for all overtime hours worked;
- 16 iii. Whether Defendants had a policy and practice of failing to provide meal periods to
17 Plaintiff and the other class members;
- 18 iv. Whether Defendants had a policy and practice of failing to provide rest periods to
19 Plaintiff and the other class members;
- 20 v. Whether Defendants failed to pay their hourly-paid and/or non-exempt employees in
21 the State of California for all hours worked, and for all missed, short, late, and/or
22 interrupted meal periods and rest breaks;
- 23 vi. Whether Defendants failed to timely pay all wages due to Plaintiff and the other class
24 members during their employment;
- 25 vii. Whether Defendants' failure to pay wages, without abatement or reduction, in
26 accordance with the California Labor Code, was willful;
- 27 viii. Whether Defendants failed to pay all wages due to Plaintiff and the other class members
28 within the required time upon their discharge or resignation;

- ix. Whether Defendants failed to comply with wage reporting as required by the California Labor Code; including, *inter alia*, section 226;
- x. Whether Defendants failed to reimburse Plaintiff and the other class members for necessary business-related expenses and costs;
- xi. Whether Defendants' conduct was willful or reckless;
- xii. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, *et seq.*;
- xiii. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and
- xiv. Whether Plaintiff and the other class members are entitled to compensatory damages pursuant to the California Labor Code.

28. Plaintiff's claims are typical of the claims of the Class, and Plaintiff's interests are coincident with and not antagonistic to those of the other class members Plaintiff seeks to represent. Plaintiff will fairly and adequately protect the interests of the members of the Class. Plaintiff has retained attorneys experienced in the prosecution of class actions and Plaintiff intends to prosecute this action vigorously.

29. A class action is superior to other available methods for the fair and efficient adjudication of this controversy since individual litigation of the claims of all class members is impracticable. Even if every class member could afford individual litigation, the court system could not. It would be unduly burdensome on the courts in which individual litigation of numerous cases would proceed. Individualized litigation would also present the potential for varying, inconsistent or contradictory judgments and would magnify the delay and expense to all parties and to the court system resulting from multiple trials of the same complex factual issues. By contrast, the conduct of this action as a class action, with respect to some or all of the issues presented in this Complaint, presents fewer management difficulties, conserves the resources of the parties and of the court system, and protects the rights of each class member.

30. Certification of this lawsuit as a class action will advance public policy objectives. Employers of this great state violate employment and labor laws every day. Current

1 employees are often afraid to assert their rights out of fear of direct or indirect retaliation. However,
2 class actions provide the class members who are not named in the complaint anonymity that allows
3 for the vindication of their rights.

4 **PAGA ALLEGATIONS**

5 31. At all times set forth herein, PAGA applied to Plaintiff's employment with Defendant
6 TOYO TIRE HOLDINGS OF AMERICAS, INC. dba TOYO TIRES.

7 32. PAGA provides that any provision of law under the California Labor Code that
8 provides for a civil penalty, including unpaid wages, and premium wages, to be assessed and collected
9 by the California Labor & Workforce Development Agency ("LWDA") for violations of the California
10 Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved
11 employee on behalf of herself and other current employees pursuant to procedures outlined in
12 California Labor Code section 2699.3.

13 33. Pursuant to PAGA, a civil action may be brought by an "aggrieved employee," who is
14 any person that was employed by the alleged violator and against whom one or more of the alleged
15 violations was committed.

16 34. Plaintiff was employed by Defendant TOYO TIRE HOLDINGS OF AMERICAS,
17 INC. dba TOYO TIRES and the alleged violations were committed against her during her time of
18 employment with TOYO TIRE HOLDINGS OF AMERICAS, INC. dba TOYO TIRES and she is,
19 therefore, an aggrieved employee. Plaintiff and the other employees are "aggrieved employees" as
20 defined by California Labor Code section 2699(c) in that they are current or former employees of
21 Defendant TOYO TIRE HOLDINGS OF AMERICAS, INC. dba TOYO TIRES and one of more of
22 the alleged violations were committed against them.

23 35. Pursuant to California Labor Code section 2699.3 and 2699.5, an aggrieved employee,
24 including Plaintiff, may pursue a civil action arising under PAGA after the following requirements
25 have been met:

- 26 (a) The aggrieved employee shall give written notice by certified mail (hereinafter
27 "Employee's Notice") to the LWDA and the employer of the specific provisions of the
28 Labor Code alleged to have been violated, including the facts and theories to support the

alleged violations.

(b) The LWDA shall provide notice (hereinafter “LWDA Notice”) to the employer and the aggrieved employee by certified mail that it does not intend to investigate the alleged violation within sixty (60) calendar days of the postmark date of the Employee’s Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice is not provided within sixty five (65) calendar days of the postmark date of the Employee’s Notice, the aggrieved employee may commence a civil action pursuant to California Labor Code section 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

36. On July 14, 2025, Plaintiff provided notice by electronic submission to the LWDA and by certified mail to Defendant TOYO TIRE HOLDINGS OF AMERICAS, INC. dba TOYO TIRES regarding the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations, pursuant to California Labor Code section 2699.3. **A true and correct copy of the Employee's Notice is attached hereto as Exhibit A.**

37. Plaintiff did not receive an LWDA Notice within sixty-five calendar days of providing the Employee's Notice.

38. Therefore, the administrative prerequisites under California Labor Code section 2699.3(a) to recover civil penalties against Defendants, in addition to other remedies for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802 have been satisfied.

FIRST CAUSE OF ACTION

VIOLATION OF CAL. LABOR CODE §§ 226.7 AND 512

Meal Break Violations

(Against All Defendants and DOES 1 – 25)

39. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

40. California Labor Code sections 226.7 and 512(a) and the applicable Wage Order govern Plaintiff and the other class members' employment by Defendants.

1 41. California Labor Code section 226.7 provides that no employer shall require an
2 employee to work during any meal period mandated by an applicable IWC Order.

3 42. The applicable IWC Wage Order and California Labor Code section 512(a) provide
4 that an employer may not require, cause, or permit an employee to work for a period of more than five
5 (5) hours per day without providing the employee with a meal period of not less than thirty (30)
6 minutes, except that if the total work period per day of the employee is not more than six (6) hours,
7 the meal period may be waived by mutual consent of both the employer and the employee.

8 43. The applicable IWC Wage Order and California Labor Code section 512(a) further
9 provides that an employer may not require, cause, or permit an employee to work a work period of
10 more than ten (10) hours per day without providing the employee with a second uninterrupted meal
11 period of not less than thirty (30) minutes, except if the total hours worked is no more than twelve (12)
12 hours, the second meal period may be waived by mutual consent of the employer and the employee
13 only if the first meal period was not waived.

14 44. Plaintiff and the other class members who were scheduled to work for shifts no longer
15 than six (6) hours, and who did not waive their legally mandated meal periods by mutual consent, were
16 required to work for periods longer than five (5) hours without an uninterrupted meal period of not
17 less than thirty (30) minutes.

18 45. Plaintiff and the other class members who were scheduled to work for shifts in excess
19 of ten (10) hours but no longer than twelve (12) hours, and who did not waive their legally-mandated
20 meal periods by mutual consent, were required to work for periods longer than ten (10) hours without
21 an uninterrupted meal period of not less than thirty (30) minutes.

22 46. Defendants intentionally and willfully required Plaintiff and the other class members
23 to work during meal periods and failed to compensate Plaintiff and the other class members for work
24 performed during meal periods. This includes, among other things, requiring Plaintiff and class
25 members to work more than five (5) hours per day but were not provided with uninterrupted 30-
26 minute meal periods. Further, when Plaintiff and class members worked more than ten (10) hours per
27 day, Defendants failed to provide them with a second uninterrupted 30-minute meal period.

28 47. Defendants regularly required Plaintiff and class members to work through their first

1 and second meal periods, to take their first meal period after their fifth (5th) hour of work, and/or to
2 take their second meal period after their tenth (10th) hour of work. When meal periods were provided,
3 they were often interrupted, cut short, and not duty-free.

4 48. During the relevant time period, Defendants failed to pay Plaintiff and the other class
5 members all meal period premiums due pursuant to California Labor Code section 226.7 and 512 and
6 the applicable Wage Order.

7 49. Defendants' conduct therefore violates the applicable IWC Wage Order, and California
8 Labor Code sections 226.7 and 512(a).

9 50. Pursuant to the applicable IWC Wage Order and California Labor Code section
10 226.7(b), Plaintiff and the other class members are entitled to recover from Defendants one additional
11 hour of pay at their regular rate of compensation for each workday that a compliant meal
12 period was not provided.

13 **SECOND CAUSE OF ACTION**

14 **VIOLATION OF CAL. LABOR CODE § 226.7**

15 **Rest Break Violations**

16 **(Against All Defendants and DOES 1 – 25)**

17 51. Plaintiff incorporates herein by specific reference, as though fully set forth, the
18 allegations in all preceding paragraphs.

19 52. California Labor Code section 226.7 and the applicable IWC Wage Order govern
20 Plaintiff and the other class members' employment by Defendants.

21 53. California Labor Code section 226.7 provides that no employer shall require an
22 employee to work during any rest period mandated by an applicable order of the California IWC.

23 54. The applicable IWC Wage Order provides that "[e]very employer shall authorize and
24 permit all employees to take rest periods, which insofar as practicable shall be in the middle of each
25 work period" and that the "rest period time shall be based on the total hours worked daily at the rate
26 of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily
27 work time is less than three and one-half (3½) hours."

28 55. Defendants routinely required Plaintiff and the other class members to work three and

one-half (3 ½) or more hours without authorizing or permitting a compliant ten (10) minute rest period per each four (4) hour period, or major fraction thereof, worked.

56. Moreover, Defendants willfully required, suffered and permitted Plaintiff and the other class members to work during what should have been their rest periods. Defendants also failed to relieve Plaintiff and the other class members of all duties for ten (10) minutes as required for compliant rest breaks.

57. As a result, Plaintiff worked through rest periods, took late rest periods, took interrupted rest periods, and/or took short rest periods, if at all.

58. Pursuant to the applicable IWC Wage Order and California Labor Code section 226.7(b), Plaintiff and the other class members were entitled to recover from Defendants one (1) additional hour of pay at their regular hourly rate of compensation for each workday that compliant rest period(s) were not provided.

59. Defendants had no policy and/or practice to pay a premium when rest periods were missed, short, late, and/or interrupted, or otherwise failed to comply with California law, and thus Defendants failed to pay Plaintiff and the other class members the full rest period premium due to them in violation of California Labor Code section 226.7 and the applicable IWC Wage Orders.

60. Pursuant to the applicable IWC Wage Orders and California Labor Code section 226.7(c), Plaintiff and the other class members are entitled to recover from Defendants one additional hour of pay at their regular rate of compensation for each workday complaint rest period(s) were not provided.

THIRD CAUSE OF ACTION

VIOLATION OF CAL. LABOR CODE § 226(a)

Failure to Provide Accurate Wage Statements

(Against All Defendants and DOES 1 – 25)

61. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

62. At all material times set forth herein, California Labor Code section 226(a) provides that every employer shall furnish each of its employees an accurate itemized wage statement in writing,

1 including, but not limited to, the name and address of the legal entity that is the employer, total hours
2 worked, and all applicable hourly rates.

3 63. As a result of the violations set forth in detail above (failure to pay overtime, failure to
4 pay minimum wages, meal break violations and rest break violations), Defendants intentionally and
5 willfully failed to provide Plaintiff and the other class members with complete and accurate wage
6 statements. The deficiencies include, among other things, the failure to state all hours worked, the
7 failure to state the actual gross wages earned, the failure to include meal and rest break premiums.
8 Accordingly, Defendants violated California Labor Code 226(a).

9 64. As a result of Defendants' violation of California Labor Code section 226(a), Plaintiff
10 and the other class members have suffered injury and damage to their statutorily protected rights.

11 65. Specifically, Plaintiff and the other class members have been injured by Defendants'
12 intentional violation of California Labor Code section 226(a) because they were denied both their legal
13 right to receive, and their protected interest in receiving, accurate, itemized wage statements under
14 California Labor Code section 226(a). In addition, because Defendants failed to provide the accurate
15 number of total hours worked on wage statements, Plaintiff and the other class members have been
16 prevented by Defendants from determining if all hours worked were paid and the extent of the
17 underpayment. Plaintiff had to file this lawsuit, and will further have to conduct discovery, reconstruct
18 time records, and perform computations in order to analyze whether in fact Plaintiff and the other class
19 members were paid correctly and the extent of the underpayment, thereby causing Plaintiff to incur
20 expenses and lost time. Plaintiff would not have had to engage in these efforts and incur these costs
21 had Defendants provided the accurate number of total hours worked. This has also delayed Plaintiff's
22 ability to demand and recover the underpayment of wages from Defendants.

23 66. Plaintiff and the other class members are entitled to recover from Defendants the
24 greater of their actual damages caused by Defendants' failure to comply with California Labor Code
25 section 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000).
26
27
28

1 **FOURTH CAUSE OF ACTION**

2 **VIOLATION OF CAL. LABOR CODE §§ 201, 202, AND 203**

3 **Final Wages Not Timely Paid**

4 **(Against All Defendants and DOES 1 – 25)**

5 67. Plaintiff incorporates herein by specific reference, as though fully set forth, the
6 allegations in all preceding paragraphs.

7 68. Pursuant to California Labor Code sections 201, 202, and 203, Defendants are required
8 to timely pay all earned and unpaid wages to an employee who is discharged. California Labor Code
9 section 201 mandates that if an employer discharges an employee, the employee's wages accrued and
10 unpaid at the time of discharge are due and payable immediately. California Labor Code section 202
11 mandates that if an employee quits, his or her wages shall become due and payable not later than
12 seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of
13 his or her intention to quit, in which case the employee is entitled to his or her wages at the time of
14 quitting.

15 69. California Labor Code section 203 provides that if an employer willfully fails to pay,
16 in accordance with California Labor Code sections 201 and 202, any wages of an employee who is
17 discharged or who quits, the wages of the employee shall continue as a penalty from the due date
18 thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not
19 continue for more than thirty (30) days.

20 70. As a result of the violations set forth in detail above (failure to pay overtime, failure to
21 pay minimum wages, meal break violations and rest break violations), at the time that Plaintiff and the
22 other class members' employment with Defendants ended, Defendants knowingly and willfully failed
23 to pay Plaintiff and the other class members all wages owed to them pursuant to California Labor Code
24 sections 201 and 202, including, without limitation, overtime wages, minimum wages, meal period
25 premium wages, and rest period premium wages, and all wages due to Plaintiff and class members as
26 they became due, as required per California Labor Code sections 204.

27 71. As a result, Plaintiff and the other class members are entitled to all available
28 statutory penalties, including the waiting time penalties provided in California Labor Code section

203, together with interest thereon, as well as other available remedies.

FIFTH CAUSE OF ACTION

VIOLATION OF CAL. LABOR CODE §§ 2800 AND 2802

Failure to Reimburse Necessary Business Expenses

(Against All Defendants and DOES 1 – 25)

72. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

73. Pursuant to California Labor Code sections 2800 and 2802, an employer must reimburse its employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her job duties or in direct consequence of his or her obedience to the directions of the employer.

74. Plaintiff and the other class members incurred necessary business-related expenses and costs that were not fully reimbursed by Defendants, including, but not limited to the cost of internet access required for employees working from home, insufficient reimbursement for cellular service, and other incidental expenses associated with performing work from home.

75. Defendants intentionally and willfully failed to reimburse Plaintiff and the other class members for all necessary business-related expenses and costs. Plaintiff and the other class members are entitled to recover from Defendants their business-related expenses and costs incurred during the course and scope of employment, plus interest accrued from the date on which Plaintiff and the other class members incurred the necessary expenditures at the same rate as judgments in civil actions in the State of California.

SIXTH CAUSE OF ACTION

VIOLATION OF CAL. BUS. & PROF. CODE §§ 17200, *et seq.*

Unfair and Unlawful Business Practices

(Against All Defendants and DOES 1 – 25)

76. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

77. Each and every one of Defendants' acts and omissions in violation of the California

1 Labor Code and/or the applicable IWC Wage Order as alleged herein, including but not limited to
2 Defendant's failure and refusal to pay overtime compensation, Defendant's failure and refusal to pay
3 minimum wages, Defendants' failure and refusal to provide required meal periods and/or pay meal
4 period premiums, Defendants' failure and refusal to provide required rest periods and/or pay the
5 required rest break premiums, Defendants' failure to timely pay wages at the correct rate during
6 employment, Defendants' failure and refusal to furnish accurate itemized wage statements,
7 Defendants' failure and refusal to reimburse business-related expenses, and Defendants' failure to
8 timely pay wages upon termination constitutes an unfair and unlawful business practice under
9 California Business and Professions Code § 17200 *et seq.*

10 78. Defendants' violations of California wage and hour laws constitute an unfair and
11 unlawful business practice because Defendants' aforementioned acts and omissions were done
12 repeatedly over a significant period of time, and in a systematic manner, to the detriment of Plaintiff
13 and the other class members.

14 79. Defendants have avoided payment of overtime wages, minimum wages, meal period
15 premiums, rest period premiums, timely wages at the correct rate of pay, and other benefits as required
16 by the California Labor Code, the California Code of Regulations, and the applicable IWC Wage
17 Order. Further, Defendants have failed to record, report, and pay the correct sums of assessment to
18 the state authorities under the California Labor Code and other applicable regulations.

19 80. As a result of Defendants' unfair and unlawful business practices, Defendants have
20 reaped unfair and illegal profits during Plaintiff and the other class members' tenure at the expense of
21 Plaintiff, the other class members, and members of the public. Defendants should be made to disgorge
22 their ill-gotten gains and to restore them to Plaintiff and the other class members.

23 81. Defendants' unfair and unlawful business practices entitle Plaintiff and the other class
24 members to seek preliminary and permanent injunctive relief, including but not limited to orders that
25 Defendants account for, disgorge, and restore to Plaintiff and the other class members the wages and
26 other compensation unlawfully withheld from them. Plaintiff and the other class members are entitled
27 to restitution of all monies to be disgorged from Defendants in an amount according to proof at the
28 time of trial.

1 **SEVENTH CAUSE OF ACTION**

2 **VIOLATION OF CAL. LABOR CODE §§ 2699, *et seq.***

3 **(Against Defendant and DOES 1-25)**

4 82. Plaintiff incorporates herein by specific reference, as though fully set forth, the
5 allegations in all preceding paragraphs.

6 83. PAGA expressly provides for a private right of action to recover civil penalties for
7 violations of the Labor Code as follows: “Notwithstanding any other provision of law, any provision
8 of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce
9 Development Agency or any of its departments, divisions, commissions, boards, agencies, or
10 employees, for a violation of this code, may, as an alternative, be recovered through a civil action
11 brought by an aggrieved employee on behalf of himself or herself and other current or former
12 employees pursuant to the procedures specified in Section 2699.3.” Cal. Lab. Code § 2699(a).

13 84. Whenever the LWDA, or any of its departments, divisions, commissions, boards,
14 agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to
15 exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

16 85. Plaintiff and the other hourly-paid, non-exempt employees are “Aggrieved Employees”
17 as defined by California Labor Code section 2699(c) in that they are all current or former employees
18 of Defendant TOYO TIRE HOLDINGS OF AMERICAS, INC. dba TOYO TIRES, and one or more
19 of the alleged violations were committed against them.

20 86. Defendant TOYO TIRE HOLDINGS OF AMERICAS, INC. dba TOYO TIRES’
21 conduct, as alleged herein, violates numerous sections of the California Labor Code, including, but
22 not limited to, the following:

- 23 (a) Violation of California Labor Code sections 226.7 and 512(a) for failure to provide
24 legally required meal periods, as set forth more fully below;
- 25 (b) Violation of California Labor Code sections 226.7 and 512(a) for failure to pay
26 required meal period premiums, as set forth more fully below;
- 27 (c) Violation of California Labor Code section 226.7 for failure to provide legally
28 required rest periods, as set forth more fully below;

- (d) Violation of California Labor Code section 226.7 for failure to pay required rest period premiums, as set forth more fully below;
- (e) Violation of California Labor Code section 204 for failure to timely pay wages to Plaintiff and aggrieved employees during employment, as set forth more fully before;
- (f) Violation of California Labor Code sections 201, 202, and 203 for failure to pay all wages at time of discharge from employment, as set forth more fully below;
- (g) Violation of California Labor Code section 226(a) for failure to provide accurate wage statements to Plaintiff and aggrieved employees, as set forth more fully below;
- (h) Violation of California Labor Code section 1174(d) for failure to keep complete and accurate payroll records relating to Plaintiff and aggrieved employees, as set forth more fully below; and
- (i) Violation of California Labor Code sections 2800 and 2802 for failure to reimburse Plaintiff and aggrieved employees for necessary business-related expenses, as set forth more fully below.

87. Pursuant to PAGA, and in particular Labor Code sections 2699(a), 2699.3, and 2699.5, Plaintiff, acting in the public interest as a private attorney general, seek assessment and collection of civil penalties for Plaintiff, all Aggrieved Employees, and the State of California against Defendant TOYO TIRE HOLDINGS OF AMERICAS, INC. dba TOYO TIRES for violations of Labor Code sections set forth herein, including penalties under California Labor Code sections 2699, 558, 210, 1197.1, 226, 226.3, 1174.5, and 1197.1, penalties under the applicable IWC Wage Order, and any and all additional penalties and remedies as provided by the California Labor Code and/or other statutes.

88. Pursuant to California Labor Code section 2699(i), civil penalties recovered by Aggrieved Employees shall be distributed as follows: seventy-five percent (65%) to the LWDA for the enforcement of labor laws and education of employers and employees about their rights and responsibilities and twenty-five (35%) to the Aggrieved Employees.

89. Plaintiff retained counsel to file this court action, and to assess and collect the civil

penalties owed by Defendant TOYO TIRE HOLDINGS OF AMERICAS, INC. dba TOYO TIRES. Plaintiff therefore seeks an award of reasonable attorney's fees and costs pursuant to Labor Code sections 210, 218.5, 2699(g)(1), and any other applicable statute.

PRAYER FOR RELIEF

Plaintiff, on behalf of all others similarly situated, prays for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

1. That this action be certified as a class action;
2. That Plaintiff be appointed as the representative of the Class;
3. That counsel for Plaintiff be appointed as Class Counsel; and
4. That Defendants provide to Class Counsel immediately the names and most current/last known contact information (address, e-mail and telephone numbers) of all class members.

As to the First Cause of Action

5. That the Court make an award to Plaintiff and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a meal period was not provided;
6. For all actual, consequential, and incidental losses and damages, according to proof;
7. For premium wages pursuant to California Labor Code section 226.7(c);
8. For pre-judgment interest on any unpaid wages from the date such amounts were due;
9. For reasonable attorneys' fees and costs of suit incurred herein;
10. For such other and further relief as the Court may deem just and proper.

As to the Second Cause Action

11. That the Court make an award to Plaintiff and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a rest period was not provided;
12. For all actual, consequential, and incidental losses and damages, according to proof;
13. For premium wages pursuant to California Labor Code section 226.7(c);
14. For pre-judgment interest on any unpaid wages from the date such amounts were due;

15. For such other and further relief as the Court may deem just and proper.

As to the Third Cause of Action

16. For actual, consequential and incidental losses and damages, according to proof;

17. For statutory penalties pursuant to California Labor Code section 226(e);

18. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(g);

19. For such other and further relief as the Court may deem just and proper.

As to the Fourth Cause of Action

20. For all actual, consequential, and incidental losses and damages, according to proof;

21. For statutory wage penalties pursuant to California Labor Code section 203 for Plaintiff and the other class members who have left Defendants' employ;

22. For pre-judgment interest on any unpaid compensation from the date such amounts were due;

23. For such other and further relief as the Court may deem just and proper.

As to the Fifth Cause of Action

24. For actual, consequential and incidental losses and damages, according to proof;

25. For the imposition of civil penalties and/or statutory penalties;

26. For reasonable attorneys' fees and costs of suit incurred herein; and

27. For such other and further relief as the Court may deem just and proper.

As to the Sixth Cause of Action

28. For restitution of unpaid wages to Plaintiff and all the other class members and all pre-judgment interest from the day such amounts were due and payable;

29. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violation of California Business and Professions Code sections 17200, *et seq.*;

30. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5; and

1. For injunctive relief to ensure compliance with this section, pursuant to California

1 Business and Professions Code sections 17200, *et seq.*

2 **As to the Seventh Cause of Action**

3 2. For civil penalties pursuant to California Labor Code sections 2699(a), (f), and (g), plus
4 costs and attorneys' fees; and

5 3. For such other and further relief as the Court may deem proper.

6
7 DATED: November 24, 2025

ABRAMSON LABOR GROUP

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12 By: _____

Megan E. Ross

13 *Attorneys for Plaintiff*

14 NICOLE HOLTON, *individually and on behalf*
15 *of others similarly situated*

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DATED: November 24, 2025



Megan E. Ross

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CLASS ACTION COMPLAINT FOR DAMAGES AND ENFORCEMENT ACTION