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IGNACIO GRACIAN LOPEZ on behalf of
themselves and all other aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

JORGE PENA and IGNACIO GRACIAN
LOPEZ, on behalf of all others similarly situated,

Plaintiffs,

v.

MAINTENANCE SUPPLY HEADQUARTERS,
LP, a Delaware limited partnership; LOWE'S
HOME CENTERS, LLC, a North Carolina
limited liability company; and DOES 1 through
10, inclusive,

Defendants.

Case No.: 23STCV04255

[Consolidated with CASE NO.
23STCV17380]

*[Assigned for all purposes to Judge Timothy
P. Dillon, Dept. 15]*

**THIRD AMENDED CONSOLIDATED
REPRESENTATIVE ACTION
COMPLAINT.**

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

FILED
Superior Court of California
County of Los Angeles

11/17/2025

David W. Slayton, Executive Officer / Clerk of Court

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1 Plaintiffs Jorge Pena and Ignacio Gracian Lopez (“Plaintiffs”), based upon facts that either
2 have evidentiary support or are likely to have evidentiary support after a reasonable opportunity
3 for further investigation and discovery, alleges as follows:

4 **INTRODUCTION & PRELIMINARY STATEMENT**

5 1. Plaintiffs brings this action against Defendants MAINTENANCE SUPPLY
6 HEADQUARTERS, LP, LOWE’S HOME CENTERS, LLC, and DOES 1 through 10 (hereinafter
7 collectively referred to as “Defendants”) for civil penalties under the Private Attorneys General
8 Act of 2004, California Labor Code §§ 2698 *et seq.* (“PAGA”) stemming from Defendants’ failure
9 to pay for all hours worked (including minimum wages, straight time wages, and overtime wages),
10 failure to provide meal periods, failure to authorize and permit rest periods, failure to pay all earned
11 wages twice per month, failure to maintain accurate records of hours worked and meal periods,
12 failure to timely pay final wages, failure to furnish accurate wage statements, failure to indemnify
13 for necessary expenditures, failure to produce requested employment records, failure to provide
14 suitable seating, and failure to adopt standards that minimize excessive indoor heat.

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

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

1 period.

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

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

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

18 7. At all relevant times, Defendants were and are legally responsible for all of the
19 unlawful conduct, policies, practices, acts and omissions as described in each and all of the
20 foregoing paragraphs as the employer of Plaintiffs and the Aggrieved Employees. Further,
21 Defendants are responsible for each of the unlawful acts or omissions complained of herein under
22 the doctrine of "respondeat superior".

23 **THE PARTIES**

24 **A. Plaintiffs**

25 8. Plaintiff Jorge Pena is a California resident who worked for Defendants in Los
26 Angeles County, California as an hourly-paid, non-exempt employee from approximately October
27 2019 to approximately December 2022.

28 9. Plaintiff Ignacio Gracian Lopez is a California resident who worked for Defendants

1 in Los Angeles County, California as an hourly-paid, non-exempt employee from approximately
2 2021 to present.

3 **B. Defendants**

4 10. Plaintiffs are informed and believes, and based upon that information and belief
5 alleges, that MAINTENANCE SUPPLY HEADQUARTERS, LP is, and at all times herein
6 mentioned, was:

- 7 (a) A business entity conducting business in numerous counties throughout the
8 State of California, including Los Angeles County; and
9 (b) The former employer of Plaintiffs and the current and/or former employer
10 of the Aggrieved Employees because Defendant MAINTENANCE
11 SUPPLY HEADQUARTERS, LP suffered and permitted Plaintiffs and the
12 Aggrieved Employees to work, and/or controlled their wages, hours, or
13 working conditions.

14 11. Plaintiffs are informed and believes, and based upon that information and belief
15 alleges, that LOWE'S HOME CENTERS, LLC is, and at all times herein mentioned, was:

- 16 (a) A business entity conducting business in numerous counties throughout the
17 State of California, including Los Angeles County; and
18 (b) The former employer of Plaintiffs and the current and/or former employer
19 of the Aggrieved Employees because Defendant LOWE'S HOME
20 CENTERS, LLC suffered and permitted Plaintiffs and the Aggrieved
21 Employees to work, and/or controlled their wages, hours, or working
22 conditions.

23 12. Plaintiffs do not know the true names or capacities of the persons or entities sued
24 herein as DOES 1-10, inclusive, and therefore sues said Defendants by such fictitious names. Each
25 of the Doe Defendants was in some manner legally responsible for the damages suffered by
26 Plaintiffs and the Aggrieved Employees as alleged herein. Plaintiffs will amend this complaint to
27 set forth the true names and capacities of these Defendants when they have been ascertained,
28 together with appropriate charging allegations, as may be necessary.

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

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

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

19 15. Plaintiff Jorge Pena worked for Defendants in Los Angeles County, California from
20 approximately October 2019 to approximately December 2022. Plaintiff Ignacio Gracian Lopez
21 works for Defendants in Los Angeles County, California from approximately 2021 until present.
22 At all times, Defendants paid Plaintiffs an hourly wage and classified them as non-exempt from
23 overtime.

24 16. Throughout Plaintiffs' employment, Defendants committed numerous labor code
25 violations under state law. As discussed below, Plaintiffs' experiences working for Defendants
26 waere typical and illustrative.

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

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

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

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

12 20. Throughout the statutory period, Defendants maintained a policy and practice of not
13 paying Plaintiffs and the Aggrieved Employees for all hours worked, including minimum, straight
14 time, and overtime wages. Defendants required Plaintiffs and the Aggrieved Employees to work
15 “off-the-clock”, uncompensated, by, for example, requiring Plaintiffs and the Aggrieved
16 Employees to perform work during legally required meals periods and after their work shifts
17 ended. Some of this unpaid work should have been paid at the overtime rate. In failing to pay for
18 all hours worked, Defendants also failed to maintain accurate records of the hours Plaintiffs and
19 the Aggrieved Employees worked.

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

21 21. Under California law, employers have an affirmative obligation to relieve
22 employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the
23 start of the sixth hour of work in a workday, and to allow employees to take their second 30-minute,
24 duty-free meal period no later than the start of the eleventh hour of work in a workday. Further,
25 employees are entitled to be paid one hour of additional wages for each workday they were not
26 provided with a required meal period(s).

27 22. Despite these legal requirements, Defendants wrongfully failed to provide Plaintiffs
28 and the Aggrieved Employees with their legally mandated 30-minute, uninterrupted, and duty-free

1 meal period. Plaintiffs and the Aggrieved Employees routinely worked through meal periods “off-
2 the-clock,” and Defendants frequently paid Plaintiffs and the Aggrieved Employees less than all
3 their work time. Much of this unpaid work should have been paid at the overtime rate. In failing
4 to pay for all hours worked, Defendants also failed to maintain accurate records of the hours
5 Plaintiffs and the Aggrieved Employees worked. Defendants also regularly, but not always,
6 required Plaintiffs and the Aggrieved Employees to work in excess of five consecutive hours a day
7 without providing a 30-minute, uninterrupted, and duty-free meal period for every five hours of
8 work, or without compensating Plaintiffs and the Aggrieved Employees for meal periods that were
9 not provided by the end of the fifth hour of work or tenth hour of work. Instead, Defendants
10 continued to assert control over Plaintiffs and the Aggrieved Employees by requiring, pressuring,
11 or encouraging them to perform work tasks which could not be completed without working in lieu
12 of taking mandatory meal periods, or by denying Plaintiffs and the Aggrieved Employees
13 permission to take a meal period. Defendants also never informed Plaintiffs of their right to, nor
14 permitted them to take, a second meal period when Plaintiffs worked at least ten hours of work in
15 a workday. Accordingly, Defendants’ policy and practice was not to provide meal periods to
16 Plaintiffs and the Aggrieved Employees in compliance with California law.

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

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

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

27 25. Throughout the statutory period, Defendants wrongfully failed to authorize and
28 permit Plaintiffs and the Aggrieved Employees to take legally compliant rest periods. Defendants

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

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

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

17 27. Based on its failure to pay Plaintiffs and the Aggrieved Employees for all wages as
18 discussed above, Defendants also violated Labor Code § 204.

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

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

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

8 30. Defendants, however, failed to maintain accurate records of hours worked and all
9 meal periods taken or missed by Plaintiffs and the Aggrieved Employees.

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

23 **F. Failure to Timely Pay All Wages at Termination**

24 32. Labor Code §§ 201 and 202 provide that if an employer discharges an employee,
25 the wages earned and unpaid at the time of discharge are due and payable immediately, and that if
26 an employee voluntarily leaves his or her employment, his or her wages shall become due and
27 payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-
28 two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled

1 to his or her wages at the time of quitting.

2 33. Within the applicable statute of limitations, the employment of Plaintiffs and many
3 other Aggrieved Employees ended, i.e., was terminated by quitting or being discharged, and the
4 employment of others will be terminated. However, during the relevant time period, Defendants
5 failed, and continue to fail to pay Plaintiffs and terminated Aggrieved Employees, without
6 abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of
7 discharge, or within seventy-two (72) hours of their leaving Defendants' employment. These
8 unpaid wages include wages for unpaid work time (including minimum wages, straight time wages,
9 overtime wages, rest and recovery periods, and other nonproductive time), missed meal period
10 premium wages, and missed rest period premium wages.

11 34. Defendants' conduct violates Labor Code §§ 201 and 202. Labor Code § 203
12 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201
13 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and
14 at the same rate until paid or until an action is commenced; but the wages shall not continue for
15 more than thirty (30) days.

16 35. Accordingly, Plaintiffs and the Aggrieved Employees are entitled to recover from
17 Defendants their additionally accruing wages for each day they were not paid, at their regular
18 hourly rate of pay, up to thirty (30) days maximum pursuant to Labor Code § 203.

19 **G. Failure to Furnish Accurate Itemized Wage Statements**

20 36. Labor Code § 226(a) provides that every employer shall furnish each of his or her
21 employees an accurate itemized wage statement in writing showing nine pieces of information,
22 including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-
23 rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all
24 deductions, provided that all deductions made on written orders of the employee may be aggregated
25 and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the
26 employee is paid, (7) the name of the employee and the last four digits of his or her social security
27 number or an employee identification number other than a social security number, (8) the name
28 and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect

1 during the pay period and the corresponding number of hours worked at each hourly rate by the
2 employee. An employee is presumed to suffer an injury if this information is missing. (Labor
3 Code § 226(e)(2)(B)(iii).)

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

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

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

20 **H. Failure to Indemnify for Necessary Expenditures**

21 40. Labor Code § 2802(a) provides that employers shall indemnify his or her employees
22 for all necessary business expenditures or losses that have been incurred by the employees in direct
23 discharge of his or her duties. Throughout the statute of limitations period applicable to this cause
24 of action, Defendants wrongfully required Plaintiffs and the Aggrieved Employees to pay expenses
25 that they incurred in direct discharge of their duties for Defendants. Plaintiffs and the Aggrieved
26 Employees regularly paid out-of-pocket for necessary business expenses, including, without
27 limitation, use of personal cell phones. Plaintiffs and the Aggrieved Employees incurred
28 substantial expenses as a direct result of performing their job duties for Defendants, but Defendants

1 failed to indemnify Plaintiffs and the Aggrieved Employees for these employment-related
2 expenses.

3 **I. Failure To Produce Requested Employment Records**

4 41. Labor Code § 226(c) provides that every employer who receives a written or oral
5 request to inspect or receive a copy of records pursuant to subdivision (b) pertaining to a
6 current or former employee shall comply with the request as soon as practicable, but no later than
7 21 calendar days from the date of the request. A violation of this subdivision is an infraction.
8 Impossibility of performance, not caused by or a result of a violation of law, shall be an affirmative
9 defense for an employer in any action alleging a violation of this subdivision. An employer may
10 designate the person to whom a request under this subdivision will be made.

11 42. Labor Code § 1198.5 provides that: (a) Every current and former employee, or his
12 or her representative, has the right to inspect and receive a copy of the personnel records that the
13 employer maintains relating to the employee's performance or to any grievance concerning the
14 employee; (b) (1) The employer shall make the contents of those personnel records available for
15 inspection to the current or former employee, or his or her representative, at reasonable intervals
16 and at reasonable times, but not later than 30 calendar days from the date the employer receives a
17 written request, unless the current or former employee, or his or her representative, and the
18 employer agree in writing to a date beyond 30 calendar days to inspect the records, and the agreed-
19 upon date does not exceed 35 calendar days from the employer's receipt of the written request.
20 Upon a written request from a current or former employee, or his or her representative, the
21 employer shall also provide a copy of the personnel records, at a charge not to exceed the actual
22 cost of reproduction, not later than 30 calendar days from the date the employer receives the
23 request, unless the current or former employee, or his or her representative, and the employer agree
24 in writing to a date beyond 30 calendar days to produce a copy of the records, as long as the agreed-
25 upon date does not exceed 35 calendar days from the employer's receipt of the written request.
26 Except as provided in paragraph (2) of subdivision (c), the employer is not required to make those
27 personnel records or a copy thereof available at a time when the employee is actually required to
28 render service to the employer, if the requester is the employee.

1 43. On January 17, 2023, Plaintiff Pena sent requests through his counsel to Defendants
2 for his personnel file, pay records, wage statements, timekeeping records, and other employment-
3 related documents pursuant to Labor Code section 226 and 1198.5. However, Defendants failed
4 to timely produce the requested employment records, in violation of Labor Code sections 226 and
5 1198.5. Defendants have not produced any of the requested employment records for Plaintiffs as
6 of the date of this Complaint.

7 44. As a result, Defendants is liable for to Plaintiffs and the Aggrieved Employees for
8 the civil penalties provided for in Labor Code §§ 226 and 1198.5 for failing to produce requested
9 employment records.

10 **J. Failure to Provide Suitable Seating**

11 45. Defendants' warehouses have space in them to allow for the presence and use of a
12 seat or stool by Plaintiffs and aggrieved employees.

13 46. Defendants did not provide Plaintiffs and aggrieved employees with seats or stools
14 in reasonable proximity to their work areas to allow them to use seats when it would not interfere
15 with the performance of their duties for times when they were not engaged in active duties that
16 require standing. In other words, to the extent Plaintiffs and aggrieved employees engaged in
17 duties in which the nature of the work required standing, Defendants denied them the use of seats
18 nearby during lulls in their work duties. Moreover, Defendants did not inform Plaintiffs and other
19 aggrieved employees of their rights to a seat or stool under California law.

20 **K. Failure to Minimize Indoor Heat**

21 47. Defendants failed to comply with California Labor Code §§ 6720, 226.7 and the
22 applicable Wage Order section 15 because it provided employees with an excessively hot indoor
23 working environment. Defendants failed to implement indoor heat- related standards and increased
24 employees' risk of heat illnesses. Plaintiffs and aggrieved employees who worked in the
25 warehouse had limited areas to get relief from the heat.

26 **FIRST CAUSE OF ACTION**

27 **(Against all Defendants for Civil Penalties Under the**

28 **Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698 *et seq.*)**

1 48. Plaintiffs incorporates by reference and re-alleges all preceding paragraphs as
2 though fully set forth herein.

3 49. At all times herein mentioned, Defendants were subject to the Labor Code of the
4 State of California and the applicable IWC Orders.

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

12 51. Plaintiffs have exhausted his administrative remedies pursuant to California Labor
13 Code § 2699.3. On March 17, 2023, Plaintiff Pena gave written notice by online filing to the Labor
14 and Workforce Development Agency (“LWDA”) and by certified mail to Defendants of the
15 specific provisions of the Labor Code that Defendants have violated against Plaintiffs and current
16 and former Aggrieved Employees, including the facts and theories to support the violations.
17 Plaintiffs also paid the filing fee on March 17, 2023. PlaintiffPena’s PAGA case number is
18 LWDA-CM-942610-23 (*Jorge Pena v. Maintenance Supply Headquarters, LP*). On April 26,
19 2023, Plaintiff Lopez gave written notice by online filing to the Labor and Workforce Development
20 Agency (“LWDA”) and by certified mail to Defendants of the specific provisions of the Labor
21 Code that Defendants have violated against Plaintiffs and current and former Aggrieved
22 Employees, including the facts and theories to support the violations. Plaintiffs also paid the filing
23 fee on April 26, 2023. Plaintiff Lopez’s PAGA case number is LWDA-CM-951121-23 (*Ignacio*
24 *Gracian Lopez v. Maintenance Supply Headquarters, LP*).

25 52. The statute of limitations is tolled while a plaintiff exhausts his or her administrative
26 remedies with California’s LWDA prior to suit, which is required by the statute. (*See* Labor Code
27 § 2699.3(d).)

28 53. More than sixty-five (65) days have elapsed since Plaintiffs provided notice, but the

1 LWDA has not indicated that it intends to investigate Defendants' Labor Code violations discussed
2 in the notice. Accordingly, Plaintiffs may commence a civil action to recover penalties under
3 Labor Code § 2699 pursuant to § 2699.3 for the violations of the Labor Code described in this
4 Complaint. These penalties include, but are not limited to, penalties under California Labor Code
5 §§ 210, 226.3, 1174.5, 1197.1, and 2699(f)(2).

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

10 55. In addition, Plaintiffs seek an award of reasonable attorney's fees and costs pursuant
11 to Labor Code § 2699(g)(1), which states, "Any employee who prevails in any action shall be
12 entitled to an award of reasonable attorney's fees and costs."

13 **PRAYER FOR RELIEF**

14 Plaintiffs, on behalf of all similarly aggrieved employees, prays for relief and judgment
15 against Defendants, jointly and severally, as follows:

16 1. That the Court declare, adjudge and decree that Defendants violated the California
17 Labor Code by failing to pay for all hours worked (minimum wages, straight time wages, and
18 overtime wages), failing to provide meal periods, failing to authorize and permit rest periods,
19 failing to pay all earned wages twice per month, failing to maintain accurate records of hours
20 worked and meal periods, failing to timely pay final wages, failing to furnish accurate wage
21 statements, failing to indemnify for necessary expenditures, failing to produce employment
22 records, failing to provide suitable seating, and failure to adopt standards to minimize excessive
23 indoor heat;

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

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

27 4. Attorneys' fees and costs reasonably incurred;

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

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

Respectfully submitted,

Dated: November 17, 2025

BRADLEY/GROMBACHER LLP

By: /s/ Marcus J. Bradley
 Marcus J. Bradley, Esq.
 Kiley L. Grombacher, Esq.
 Corey S. Smith, Esq.

Attorneys for Plaintiffs

Dated: November 17, 2025

WILSHIRE LAW FIRM

By: /s/ Benjamin Haber
Benjamin Haber Esq.
Daniel Kramer, Esq.

Attorneys for Plaintiffs

Pena v. Maintenance Supply Headquarters, et al.
23STCV04255

I, Coley Hayes, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 660 S. Figueroa St., Sky Lobby, Los Angeles, California 90017. My electronic service address is coley.hayes@wilshirelawfirm.com.

On November 17, 2025, I served the foregoing **THIRD AMENDED CONSOLIDATED REPRESENTATIVE ACTION COMPLAINT**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

Katherine V.A. Smith (SBN 247866)
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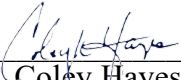
Attorneys for Defendants Maintenance Supply Headquarters, LP, and Lowe's Home Centers, LLC

(X) **BY UPLOAD:** I hereby certify that the documents were uploaded by my office to the State of California Labor and Workforce Development Agency Online Filing Site.

(X) **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known email address or e-mail of record in this action.

1 I declare under the penalty of perjury under the laws of the State of California, that the
2 foregoing is true and correct.

3 Executed on November 17, 2025, at Los Angeles, California.

4 
Coley Hayes