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FILED
Superior Court of California
County of Los Angeles
02/02/2026
David W. Slayton, Executive Officer / Clerk of Court
By: J. Lara Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

OMAR PINEDO, an individual, on behalf of himself and others similarly situated,

PLAINTIFF,

v.

ULRICH OF CA, LLC; and DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO. 25STCV33001

[Assigned for All Purposes to Hon. Honorable Samantha Jessner in Dept. 7]

[Amended as a matter of right, pursuant to Labor Code § 2699.3(a)(2)(C)]

SECOND AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT

1. Failure to Pay Wages and/or Overtime Under Labor Code §§ 510, 1194, and 1199
2. Failure to Provide Meal Breaks Pursuant to Labor Code §§ 226.7 and 512
3. Failure to Provide Rest Breaks Pursuant to Labor Code §§ 226.7
4. Failure to Reimburse Expenses Pursuant to Labor Code § 2802
5. Violation of Labor Code § 226(a)
6. Penalties Pursuant to Labor Code § 203
7. Violation of Business & Professions Code § 17200
8. Penalties Pursuant to Labor Code §2699, et seq.

Plaintiff OMAR PINEDO, an individual, on behalf of himself, all others similarly situated, on behalf of the people of the State of California and as "aggrieved employees" under Labor Code Private Attorneys General Act of 2004, § 2699, et seq. (hereafter "PAGA"), complains of Defendant ULRICH OF CA, LLC ("Defendant") and each of them, as follows:

I.

INTRODUCTION

1. This is a Class and Representative Action, pursuant to Code of Civil Procedure § 382, on behalf of Plaintiff and a Proposed Class defined as:

> All persons who are employed or have been employed as a non-exempt employee by Ulrich of CA, LLC, in the State of California since four (4) years prior to the filing of this action to the present. ("Proposed Class")

2. From at least four (4) years prior to the filing of this action continuing to the present, Defendant has had a consistent policy of failing to pay wages and/or overtime to all Proposed Class Members when they work more than eight hours in a day or forty hours in a week. Plaintiff and other Proposed Class Members were not properly compensated for overtime at the appropriate rate of pay.

3. From at least four (4) years prior to the filing of this action and continuing to the present, Defendant has had a consistent policy of failing to inform Proposed Class Members of their right to take meal periods by way of a lawful policy and requiring Proposed Class Members within the State of California, including Plaintiff, to work at least five (5) hours without a meal period and failing to pay such employees one (1) hour of pay at the employees' regular rate of compensation for each workday that the meal period is not provided or provided after five (5) hours, as required by California state wage and hour laws.

4. Further, Defendant maintained a policy where it automatically deducted 30 minutes of time for a meal period each day without determining whether an employee actually took a meal period and whether that meal period was timely and lasted a full thirty minutes. As explained below, Defendant actually failed to provide these meal periods. Therefore, Defendant engaged in a practice of automatically deducting 30 minutes of time. This "auto-deduct" practice resulted in

Defendant failing to pay Plaintiff and the Proposed Class all wages and at the appropriate rate for all hours worked.

5. For at least four (4) years prior to the filing of this action and continuing to the present, Defendant has had a consistent policy of failing to inform Proposed Class Members of their right to take rest periods by way of a lawful policy and of failing to provide Proposed Class Members within the State of California, including Plaintiff, rest periods of at least ten (10) minutes per four (4) hours worked or major fraction thereof and failing to pay such employees one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period was not provided, as required by California state wage and hour laws. Defendant also maintains an unlawful policy of requiring Plaintiff and the Proposed Class to remain on the premises during rest periods, including prohibiting them from leaving or closing the store for break.

6. For at least four (4) years prior to the filing of this action and continuing to the present, Defendant has failed to reimburse Plaintiff and the Proposed Class for their personal cell phone use. Plaintiff and the Proposed Class are required to work without being reimbursed for their business expenses. Defendant required that Plaintiff and the Proposed Class be available by cell phone and use their cell phones to answer customer calls, use a sales application, post on Facebook Marketplace at home, and record walk-in customers via Aloware while working, and this was necessary to perform their job duties. These cell phones were not provided by Defendant, and Defendant failed to reimburse Plaintiff and the Proposed Class for the costs associated with using these personal cell phones.

7. For at least one (1) year prior to the filing of this action continuing to the present, Defendant has failed to comply with Industrial Welfare Commission ("IWC") Wage Order 7-2001 and Labor Code § 226(a) by failing to maintain time records showing when the employee begins and ends each work period, meal periods, and total daily hours worked by itemizing in wage statements all deductions from payment of wages, and accurately reporting total hours worked by Plaintiff and the Proposed Class and the appropriate rate of pay and failing to include the required information on the itemized wage statements.

8. For at least three (3) years prior to the filing of this action continuing to the present,

Defendant has failed to pay all wages due at the time of termination or resignation to Plaintiff and the Proposed Class.

9. Plaintiff, on behalf of himself and all Proposed Class Members brings this action pursuant to Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2, 1199, and 2802; Wage Order 7-2001; and California Code of Regulations, Title 8, Section 11070, seeking unpaid wages/overtime, meal and rest period penalties, unreimbursed expenses, accurate itemized wage statements, other penalties, injunctive and other equitable relief, and reasonable attorneys' fees and costs.

10. Plaintiff, on behalf of himself and all Proposed Class Members, pursuant to Business & Professions Code §§ 17200-17208, also seeks injunctive relief, restitution, and disgorgement of all benefits Defendant enjoyed from its unlawful conduct as described herein.

11. For at least one (1) year prior to the date of the letter sent to the Labor Workforce and Development Agency ("LWDA") and Defendant giving notice of the claims pursuant to PAGA, Defendant has violated Labor Code provisions, as detailed below, giving rise to a claim pursuant to PAGA. Plaintiff OMAR PINEDO, on behalf of himself and all aggrieved employees presently or formerly employed by Defendant during the liability period as defined in his PAGA notice letter (see Exhibit "1"), brings this representative action pursuant to Labor Code § 2699, et seq. seeking penalties for Defendant's violations of Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2, 1199, and 2802.

II.

JURISDICTION AND VENUE

12. This Court has subject matter jurisdiction over all causes of action asserted herein pursuant to Article VI, § 10 of the California Constitution and California Code of Civil Procedure § 410.10 by virtue of the fact that this is a civil action in which the matter in controversy, exclusive of interest, exceeds $35,000, and because each cause of action asserted arises under the laws of the State of California or is subject to adjudication in the courts of the State of California.

13. This Court has personal jurisdiction over Defendant because Defendant has caused injuries in the County of Los Angeles and the State of California through their acts, and by their

violation of the California Labor Code, California state common law, and California Business & Professions Code § 17200, *et seq*.

14. Venue as to each Defendant is proper in this judicial district, pursuant to Code of Civil Procedure § 395. Defendant operates within California and does business within Los Angeles County. The unlawful acts alleged herein have a direct effect on Plaintiff and all Proposed Class Members within the State of California and the county of Los Angeles.

This case should be classified as complex according to Rule 3.400 of the California Rules of Court, and assigned to a complex litigation judge and department, as it will involve substantial documentary evidence, a large number of witnesses, and is likely to involve extensive motion practice raising difficult or novel issues that will be time-consuming to resolve and would require substantial post judgment judicial supervision.

15. Plaintiff files this amended complaint adding a claim for penalties pursuant to Labor Code § 2699, et seq. as a matter of right, pursuant to Labor Code § 2699.3(a)(2)(C)].

III.

PARTIES

A. PLAINTIFF

16. Plaintiff OMAR PINEDO is a resident of California.

17. Plaintiff and all Proposed Class Members, were regularly required to:

a. Work without being paid for all hours at the appropriate overtime rate;

b. Work without being provided meal periods;

c. Work without being provided rest periods;

d. Work without being reimbursed for their out of pocket expenses. and,

e. Work without Defendant maintaining accurate time records showing when the employee begins and ends each work period, meal periods, and total daily hours worked and work without being provided an accurate itemized wage statement that reflects all deductions from payment of wages and accurately report total hours worked, including when the employee begins and ends each work period, the name of the legal entity that is the employer, meal periods, and total daily hours worked, and the applicable rates of pay by Plaintiff and the members of the

Proposed Class.

18. As a result of this conduct, Defendant has engaged in unfair competition and unlawful business practices.

19. Plaintiff OMAR PINEDO and all aggrieved employees as defined in his notice letter to the LWDA are "aggrieved employees" within the meaning of Labor Code § 2699, et seq. (see Labor Code §2699(c).)

B. DEFENDANTS

20. Defendant Ulrich of CA, LLC is believed to be a Texas corporation operating within the State of California. Defendant's registered agent for service of process is William Martin, located at 14346 Sunset Blvd Arvin, CA 93203. Upon information and belief, Defendant employed Plaintiff and similarly situated persons as hourly employees within California. Defendant has done and does business throughout the State of California.

21. The true names and capacities, whether individual, corporate, associate, or otherwise, of Defendants sued herein as DOES 1 to 50, inclusive, are currently unknown to Plaintiff, who therefore sues Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants designated herein as a DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants designated hereinafter as DOES when such identities become known.

22. Plaintiff is informed and believes, and based thereon alleges, that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally attributable to the other Defendants. Furthermore, Defendants in all respects acted as the employer and/or joint employer of Plaintiff and the Proposed Class Members.

23. Furthermore, Defendants acted in all respects as the employers or joint employers of the Proposed Class. Defendants, and each of them, exercised control over the wages, hours or working conditions of the Proposed Class, or suffered or permitted the Proposed Class to work, or engaged, thereby creating a common law employment relationship, with the Proposed Class.

Therefore, Defendants, and each of them, employed or jointly employed the Proposed Class.

IV.

FACTUAL BACKGROUND

24. Plaintiff and the Proposed Class are, and at all times pertinent hereto, have been classified as non-exempt employees by Defendant. Defendant hires employees who work as non-exempt employees who are paid on an hourly basis.

25. Upon information and belief, Plaintiff and the Proposed Class are covered by California Industrial Welfare Commission Occupational Wage Order No. 7-2001 (Title 8 Cal. Code of Regs. § 11070).

26. On a regular and consistent basis, Plaintiff and the Proposed Class Members were not paid at the proper rate of compensation. Plaintiff and Proposed Class Members were not properly compensated for overtime at the appropriate rate of pay because Defendant failed to compensate them at the appropriate overtime rate when they worked over eight hours in one day or forty hours in one week.

27. On a regular and consistent basis, Plaintiff and the Proposed Class were not paid all wages at the appropriate rate of pay. As a result of Defendant's unlawful "auto-deduct" policies, Defendant has failed to pay Plaintiff and the Proposed Class wages for all time worked. This "auto-deduct" policy was unlawful and did not account for whether the employees took their meal periods, took meal periods late, and/or took meal periods of less than thirty minutes. As a result of the meal period auto-deduct policy, Defendant also failed to pay Plaintiff and the Proposed Class for the thirty minutes of time it automatically deducted.

28. Furthermore, "deposit drops" were the only opportunity for employees to leave the premises, even though such "deposit drops" required employees to perform work-related tasks, such as closing the store, transporting cash deposits, and promptly returning. Often, these "deposit drops" were done off the clock. As a result, Defendant failed to pay Plaintiff and the Proposed Class for the time spent doing "deposit drops."

29. Defendant also required that Plaintiff and the Proposed Class use their cell phones to answer customer calls, use a sales application, post on Facebook Marketplace to make sales at

home, and this was necessary to perform their job duties. As a result, Defendant failed to pay Plaintiff and the Proposed Class for the time spent using their personal cell phones for work-related reasons while off the clock.

30. Defendant failed to inform Plaintiff and the members of the Proposed Class of their right to take compliant meal periods by way of a lawful policy.

31. Plaintiff and all Proposed Class Members have been forced by Defendant to work over five (5) hours in one day without being provided a thirty (30) minute uninterrupted meal break and not being compensated one (1) hour of pay at the regular rate of compensation for each workday that a meal period was not provided or provided after five (5) hours, all in violation of California labor laws, regulations, and Industrial Welfare Commission Wage Orders. Additionally, Defendant failed to inform Plaintiff and the Proposed Class of their right to take meal periods by way of a lawful policy.

32. Plaintiff and all Proposed Class Members have been forced by Defendant to work over ten (10) hours in one day without being provided a second thirty (30) minute uninterrupted meal break period(s) and not being compensated one (1) hour of pay at the regular rate of compensation for each workday that a second meal period was not provided, all in violation of California labor laws, regulations, and Industrial Welfare Commission Wage Orders. Additionally, Defendant failed to inform Plaintiff and the Proposed Class of their right to take second meal periods by way of a lawful policy.

33. Plaintiff and the Proposed Class have been required to work four hour increments (or major fractions thereof) without being provided with a ten (10) minute rest period. Additionally, Defendant failed to inform Plaintiff and the Proposed Class of their right to take rest periods by way of a lawful policy.

34. On a regular and consistent basis, Plaintiff and the Proposed Class have not been properly reimbursed expenses associated with the cost of using their personal cell phones necessary for the completion of their job duties. Defendant required that Plaintiff and the Proposed Class Members be available by cell phone and use their cell phones to answer customer calls, use a sales application, and post on Facebook Marketplace at home, and record walk-in customers via

Aloware while working, and this was necessary to perform their job duties.

35. Defendant has failed to comply with Industrial Welfare Commission ("IWC") Wage Order 7-2001(7); Cal. Code Regs., Title 8, Section 11070; and Labor Code § 226(a) by failing to maintain time records showing when the employee begins and ends each work period, meal periods, and total daily hours worked by itemizing in wage statements all deductions from payment of wages and accurately reporting total hours and applicable rates of pay for Plaintiff and the Proposed Class.

36. As a result of the acts alleged herein, Defendant violated Labor Code §2699, et seq.

V.

CLASS ACTION ALLEGATIONS

37. Plaintiff brings this action on behalf of himself and all others similarly situated as a Class Action pursuant to § 382 of the Code of Civil Procedure. Plaintiff seeks to represent a proposed class composed of and defined as follows:

> All persons who are employed or have been employed as a non-exempt employee by Ulrich of CA, LLC, in the State of California since four (4) years prior to the filing of this action to the present. ("Proposed Class")

38. Plaintiff reserves the right under Rule 3.765(b) of the California Rules of Court to amend or modify the class description with greater specificity, by division into subclasses, or by limitation to particular issues.

39. This action has been brought and may properly be maintained as a class action under the provisions of § 382 of the Code of Civil Procedure because there is a well-defined community of interest in the litigation and the Proposed Classes are easily ascertainable.

A. NUMEROSITY

40. The potential members of the Proposed Class as defined are so numerous that joinder of all the members of the Proposed Class is impracticable. While the precise number of proposed Class Members has not been determined at this time, Plaintiff is informed and believes that Defendant currently employ, and during the relevant time periods employed over 50 members of the Proposed Class.

41. Plaintiff alleges that Defendant's employment records would provide information as to the number and location of all Proposed Class Members. Joinder of all members of the Proposed Class is not practicable.

B. <u>COMMONALITY</u>

42. There are questions of law and fact common to the Proposed Class that predominate over any questions affecting only individual Proposed Class Members. These common questions of law and fact include, without limitation:

a. Whether Defendant failed to pay wages and/or overtime compensation as required by the Labor Code and Wage Orders under Labor Code §§ 510, 1194, and 1199; and Cal. Code Regs., Title 8, Section 11070;

b. Whether Defendant violated Labor Code § 226.7, IWC Wage Order 7-2001; Cal. Code Regs., Title 8, Section 11070; or other applicable IWC Wage Orders, by failing to inform Plaintiff and the Proposed Class of their right to take meal periods and by failing to provide required meal periods throughout the term of employment and failing to compensate said employees one (1) hours wages in lieu of meal periods;

c. Whether Defendant violated Labor Code § 226.7; IWC Wage Order 7 - 2001; Cal. Code Regs., Title 8, Section 11070; or other applicable IWC Wage Orders, by failing to inform Plaintiff and the Proposed Class of their right to take rest periods and failing to provide required rest periods throughout the term of employment and failing to compensate said employees one (1) hours wages in lieu of rest periods;

d. Whether Defendants violated Labor Code § 2802;Wage Order 7-2001; Cal. Code Regs., Title 8, Section 11070; or other applicable IWC Wage Orders by failing to reimburse out of pocket expenses for the cost of using their personal cell phones;

e. Whether Defendants violated Labor Code § 226(a) and Wage Order 7-2001 or other applicable IWC Wage Orders, and Cal. Code Regs., Title 8, Section 11070 by failing to keep accurate records of the hours worked and meal periods and whether Defendant failed to provide an accurate itemized wage statements that reflect all deductions from payment of wages, and the name and address of the employer and accurately report the total hours worked and the applicable rates, for Plaintiff and the members of the Proposed Class;

f. Whether Defendant violated §§ 201-203 of the Labor Code by failing to pay compensation due and owing at the time that any Proposed Class Member's employment with Defendant terminated;

g. Whether Defendant violated § 17200, *et seq*. of the Business & Professions Code by engaging in the acts previously alleged; and

h. Whether Plaintiff and the members of the Proposed Class are entitled to equitable relief pursuant to Business & Professions Code § 17200, *et seq*.

i. Whether Defendant violated Labor Code § 2699, et seq. by engaging in the acts alleged herein.

C. <u>TYPICALITY</u>

43. The claims of Plaintiff are typical of the claims of the Proposed Class. Plaintiff and all members of the Proposed Class sustained injuries and damages arising out of and caused by Defendant's common course of conduct in violation of laws, regulations that have the force and effect of law, and statutes as alleged herein.

D. <u>ADEQUACY OF REPRESENTATION</u>

44. Plaintiff will fairly and adequately represent and protect the interests of the members of the Proposed Class. Counsel who represent Plaintiff and the Proposed Class are competent and experienced in litigating large employment class actions.

E. <u>SUPERIORITY OF CLASS ACTION</u>

45. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Proposed Class Members is not practicable, and questions of law and fact common to the Proposed Class predominate over any questions affecting only individual members of the Proposed Class. Each member of the Proposed Class has been damaged and is entitled to recovery by reason of Defendant's illegal policy and/or practice of failing to pay all wages due, failing to provide meal and rest periods, failing to reimburse expenses, failing to provide accurate itemized wage statements, and failing to pay all wages upon resignation or termination.

46. Class action treatment will allow those similarly situated persons to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

VI.

FIRST CAUSE OF ACTION

PLAINTIFF ON BEHALF OF HIMSELF AND THE PROPOSED CLASS

FAILURE TO PAY WAGES AND/OR OVERTIME UNDER LABOR CODE §§ 510, 1194, AND 1199

47. Plaintiff, on behalf of himself and the Proposed Class, realleges and incorporates by reference all previous paragraphs.

48. Labor Code §§ 510, 1194 and 1199 require an employer to compensate its employees at the rate of no less than one and one-half times the regular rate of pay for any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek.

49. Plaintiff and the Proposed Class were forced to work on a regular and consistent basis without receiving compensation for all hours worked at the proper rate. Specifically, Plaintiff and the Proposed Class were not paid at the proper overtime rate when they were working more than eight (8) hours in one day or forty (40) hours in one week.

50. By their policy of requiring Plaintiff and members of the Proposed Class to work in excess of eight (8) hours in a workday and/or forty (40) hours in a workweek without compensating them at the rate of one-half (1 ½) their regular rate of pay, Defendant willfully violated the provisions of Labor Code §§ 510, 1194 and 1199.

51. In addition, Defendant maintained a policy of automatically deducting thirty (30) minutes from each shift that Plaintiff and the Proposed Class worked. This "auto-deduct" policy was unlawful and did not account for whether the employees took their meal periods, took meal periods late, and/or took meal periods of less than thirty minutes. As a result of the meal period auto-deduct policy, Defendant also failed to pay Plaintiff and the Proposed Class for the thirty minutes of time it automatically deducted.

52. Furthermore, “deposit drops” were the only opportunity for employees to leave the premises, even though such “deposit drops” required employees to perform work-related tasks, such as closing the store, transporting cash deposits, and promptly returning. Often, these “deposit drops” were done off the clock. As a result, Defendant failed to pay Plaintiff and the Proposed Class for the time spent doing “deposit drops.”

53. Lastly, Defendant required that Plaintiff and the Proposed Class use their cell phones to answer customer calls, use a sales application, post on Facebook Marketplace to make sales at home, and this was necessary to perform their job duties. As a result, Defendant failed to pay Plaintiff and the Proposed Class for the time spent using their personal cell phones for work-related tasks while off the clock.

54. As a result of the unlawful acts of Defendant, Plaintiff and the Proposed Class Members have been deprived of wages and/or overtime in amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys’ fees, and costs.

VII.

SECOND CAUSE OF ACTION

PLAINTIFF ON BEHALF OF HIMSELF AND THE PROPOSED CLASS

FAILURE TO PROVIDE MEAL PERIODS PURSUANT TO LABOR CODE § 226.7 AND LABOR CODE § 512

55. Plaintiff, on behalf of himself and the Proposed Class, realleges and incorporates by reference all previous paragraphs.

56. Labor Code §§ 226.7 and 512 require an employer to pay an additional hour of compensation for each meal period the employer fails to provide. Employees are entitled to a first meal period of at least thirty (30) minutes for shifts over five (5) hours, to be provided within the first five (5) hours of the shift, and a second meal period of at least thirty (30) minutes for shifts over ten (10) hours. If an employee is entitled to a second meal period, it must be provided after no more than ten (10) hours of work. Defendant failed to maintain a policy informing Plaintiff and the Proposed Class of these rights.

57. In addition, as described above, Defendant has maintained an unlawful "auto-deduct" policy wherein it automatically deducts thirty (30) minutes of time from the employee's total hours worked for the day regardless of whether a lawful meal period was actually provided. Routinely, Plaintiff and the Proposed Class took meal periods of less than thirty minutes in length and were frequently interrupted.

58. Plaintiff and the Proposed Class consistently worked shifts over five (5) hours. Defendant failed to provide Plaintiff and the Proposed Class with proper meal periods of not less than thirty (30) minutes as required by the Labor Code during the relevant time period.

59. Plaintiff and the Proposed Class consistently worked shifts over ten (10) hours. Defendant failed to provide Plaintiff and the Proposed Class with timely meal periods of not less than thirty (30) minutes within the first ten (10) hours for shifts over ten (10) hours work as required by the Labor Code during the relevant time period.

60. Pursuant to Labor Code § 226.7, Plaintiff and the Proposed Class are entitled to damages in an amount equal to one (1) hour of wages per missed meal break, per day in a sum to be proven at trial.

VIII.

THIRD CAUSE OF ACTION

PLAINTIFF ON BEHALF OF HIMSELF AND THE PROPOSED CLASS

FAILURE TO ALLOW REST PERIODS PURSUANT TO LABOR CODE § 226.7

61. Plaintiff, on behalf of himself and the Proposed Class, realleges and incorporates by reference all previous paragraphs.

62. Labor Code § 226.7 requires an employer to pay an additional hour (1) of compensation for each rest period the employer fails to provide. Employees are entitled to a paid ten (10) minute rest break for every four (4) hours worked (or major fraction thereof).

63. Defendant failed to maintain a policy informing Plaintiff and the Proposed Class of this right.

64. Plaintiff and the Proposed Class consistently worked shifts with no rest breaks.

Defendant failed to provide Plaintiff and the Proposed Class with rest breaks of not less than ten (10) minutes as required by the Labor Code during the relevant time period.

65. Also, Defendant maintained an unlawful policy of requiring Plaintiff and the Proposed Class to remain on the premises during rest periods, including prohibiting them from leaving or closing the store for breaks, in violation of *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257, 269 (2016) (an employer that limits where an employee can take a break does not "relinquish control over how employees spend their time"). Plaintiff and the Proposed Class were frequently scheduled to work alone with no other employees available to provide coverage, making it impossible to take uninterrupted, ten (10) minute rest breaks.

66. Furthermore, "deposit drops" were the only opportunity for employees to leave the premises, even though such "deposit drops" required employees to perform work-related tasks.

67. Additionally, on a regular and consistent basis, Defendant failed to provide Plaintiff and the Proposed Class with a second rest period despite regularly requiring Plaintiff and the Proposed Class to work over six (6) hours.

68. Pursuant to Labor Code § 226.7, Plaintiff and the Proposed Class are entitled to damages in an amount equal to one (1) hour of wages per missed rest period, in a sum to be proven at trial.

IX.

FOURTH CAUSE OF ACTION

PLAINTIFF ON BEHALF OF HIMSELF AND THE PROPOSED CLASS

FAILURE TO REIMBURSE EXPENSES PURSUANT TO LABOR CODE § 2802

69. Plaintiff, on behalf of himself and the Proposed Class, realleges and incorporates by reference all previous paragraphs.

70. Labor Code § 2802 requires employers to indemnify employees for all necessary expenditures incurred by employees in the discharge of their duties.

71. Defendants have failed to reimburse Plaintiff and the Proposed Class for the cost of using his personal cell phone for work. Cell phones were not provided by Defendant but were

necessary for the performance of Plaintiff and the Proposed Class's job duties.

72. Defendant required that Plaintiff and the Proposed Class to be available by cell phone and use their personal cell phones to answer customer calls, use a sales application and post on Facebook Marketplace while at home, and record walk-in customers via Aloware while working. This was necessary to perform their job duties.

73. These cell phones were not provided by Defendant, and Defendant failed to reimburse Plaintiff and the Proposed Class for the costs associated with using these personal cell phones.

74. As a result of the unlawful acts of Defendants, Plaintiff and the Proposed Class have been deprived of reimbursement in the amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs.

X.

FIFTH CAUSE OF ACTION

PLAINTIFF ON BEHALF OF HIMSELF AND THE PROPOSED CLASS

VIOLATION OF LABOR CODE § 226(A)

75. Plaintiff, on behalf of himself and the Proposed Class, realleges and incorporates by reference all previous paragraphs.

76. California Labor Code § 226(a) requires employers to issue wage statements that accurately report total hours worked, show the number of piece-rate units earned, accurately report appropriate rates of pay and the corresponding number of hours worked at each hourly rate, and that contain the address of the legal entity that is the employer. (Labor Code §§ 226(a)(2) and (9).)

77. As a result of Defendant's failure to pay wages as described above, Defendant has failed to include the appropriate rates of pay and the accurate hours worked on itemized wage statements for Plaintiff and the Proposed Class.

78. Labor Code § 226(a)(2) requires that every employer shall semimonthly or at the time of each payment of wages, furnish each of his or her employees, an accurate itemized statement in writing showing the total hours worked by the employee. Plaintiff and the Proposed Class are issued wage statements that do not include the total hours worked by the employee.

79. Labor Code § 226(a)(9) requires that every employer shall semimonthly or at the time of each payment of wages, furnish each of his or her employees, an accurate itemized statement in writing showing all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Plaintiff and the Proposed Class are issued wage statements that do not include all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

80. Defendant's failure to provide accurate itemized wages statements according to Labor Code § 226(a) was all done on a regular and consistent basis.

81. An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with Labor Code § 226(a) is entitled to recover the greater of all actual damages or fifty dollars ($50) for the initial pay period in which a violation occurs and one hundred dollars ($100) per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars ($4,000), and is entitled to an award of costs and reasonable attorneys' fees.

XI.

SIXTH CAUSE OF ACTION

PLAINTIFF ON BEHALF OF HIMSELF AND THE PROPOSED CLASS

WAITING TIME PENALTIES UNDER § 203

82. Plaintiff, on behalf of himself and the Proposed Class, reallege and incorporate by reference all previous paragraphs.

83. Numerous members of the Proposed Class including the Plaintiffs are no longer employed by Defendant. They were either laid off, fired, or quit Defendant's employ.

84. Defendant's failure to pay wages, as alleged above was willful in that Defendant knew wages to be due but failed to pay them, thus entitling Plaintiff and the Proposed Class to penalties under Labor Code § 203, which provides that an employee's wages shall continue as a penalty until paid for a period of up to thirty (30) days from the time they were due. Such waiting time penalties apply and accrue even where employees are seasonal laid off, but subsequently

recalled, with each seasonal lay off requiring full payment of wages due.

85. Defendant has failed to pay Plaintiff and others a sum certain at the time of termination, seasonal lay off, or within seventy-two (72) hours of their resignation, and have failed to pay those sums for thirty (30) days thereafter. Pursuant to the provisions of Labor Code § 203, Plaintiff and the Proposed Class are entitled to a penalty in the amount of Plaintiff' and the Proposed Class Members' daily wage multiplied by thirty (30) days.

XII.

SEVENTH CAUSE OF ACTION

PLAINTIFF ON BEHALF OF HIMSELF AND THE PROPOSED CLASS

UNFAIR COMPETITION PURSUANT TO BUSINESS & PROFESSIONS CODE § 17200

86. Plaintiff, on behalf of himself and the Proposed Class, realleges and incorporates by reference all previous paragraphs.

87. This is a Class Action for Unfair Business Practices. Plaintiff, on behalf of himself, on behalf of the general public, and on behalf of the Proposed Class, bring this claim pursuant to Business & Professions Code § 17200, *et seq*. The conduct of Defendant as alleged in this Complaint has been and continues to be unfair, unlawful, and harmful to Plaintiff, the general public, and the Proposed Class. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

88. Plaintiff is a "person" within the meaning of Business & Professions Code § 17204, and therefore has standing to bring this cause of action for injunctive relief, restitution, and other appropriate equitable relief.

89. Business & Profession Code § 17200, *et seq*. prohibits unlawful and unfair business practices.

90. California's wage and hour laws express fundamental public policies. Providing employees with proper wages and compensation are fundamental public policies of this State and of the United States. Labor Code § 90.5(a) articulates the public policies of this State to enforce vigorously minimum labor standards, to ensure that employees are not required or permitted to work under substandard and unlawful conditions, and to protect law-abiding employers and their

employees from competitors who lower their costs by failing to comply with minimum labor standards.

91. Defendant has violated statutes and public policies as alleged herein. Through the conduct alleged in this Complaint, Defendant has acted contrary to these public policies, have violated specific provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in violation of Business & Profession Code § 17200, *et seq*., depriving Plaintiff, and all persons similarly situated, and all interested persons of rights, benefits, and privileges guaranteed to all employees under law.

92. Defendant's conduct, as alleged hereinabove, constitutes unfair competition in violation of § 17200, *et seq*. of the Business & Professions Code.

93. Defendant, by engaging in the conduct herein alleged, either knew or in the exercise of reasonable care, should have known that the conduct was unlawful. As such it is a violation of § 17200, *et seq*. of the Business & Professions Code.

94. As a proximate result of the above-mentioned acts of Defendant, Plaintiff and others similarly situated have been damaged in a sum as may be proven.

95. Unless restrained, Defendant will continue to engage in the unlawful conduct as alleged above. Pursuant to the Business & Professions Code, this court should make such orders or judgments, including the appointment of a receiver, as may be necessary to prevent the use or employment by Defendant, its agents, or employees, of any unlawful or deceptive practices prohibited by the Business & Professions Code, and/or, including but not limited to, restitution and disgorgement of profits which may be necessary to restore Plaintiff and members of the Proposed Class the money Defendant has unlawfully failed to pay.

XIII.

EIGHTH CAUSE OF ACTION

PENALTIES PURSUANT TO LABOR CODE §§ 2699, ET SEQ.

96. Plaintiff, on behalf of himself and all aggrieved employees, realleges and incorporate by reference all previous paragraphs.

97. As a result of the acts alleged above and specifically incorporated herein, Plaintiffs

seek penalties under Labor Code § 2699, et seq. use of Defendant's violation of Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2, 1199, and 2802; IWC Wage Order 7-2001; and California Code of Regulations, Title 8, Section 11070, which call for civil penalties.

98. For each such penalty, Plaintiffs and the aggrieved employees are entitled to penalties in an amount to be shown at trial, subject to the following formula:

a. $100 for the initial violation per employee per pay period

b. $200 for each subsequent violation per employee per pay period.

99. These penalties shall be allocated seventy-five percent (75%) to the LWDA and twenty-five percent (25%) to the affected employees.

100. Pursuant to Labor Code § 2699.3(a)(1), Plaintiffs uploaded a notice letter to the LWDA[1] and mailed a letter by certified mail to Defendants' entity addresses at PO Box 2797, Cleburne, TX 76033 and Defendant's Agent for Service of Process William Martin, 14346 Sunset Blvd., Arvin, CA 93202, as proscribed by the Code on November 7, 2025, describing Defendants' conduct in violation of Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2, 1199, and 2802, (*see* Exhibit "1"). Plaintiff also obtained an e-filing confirmation from the LWDA confirming receipt of the notice (*see* Exhibit "2").

101. As no letter evidencing the LWDA's intention to investigate was received by Plaintiff's Counsel within sixty-five (65) calendar days, Plaintiff is entitled to commence a civil action as though the LWDA had not chosen to investigate pursuant to Labor Code §2699.3(a)(2)(A). Plaintiff will also provide the LWDA with a filed-stamped copy of the Second Amended Class and Representative Action Complaint immediately.

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

1. For compensatory damages in the amount of unpaid wages and/or overtime not paid to Plaintiff and each Proposed Class Member from at least four (4) years prior to the filing of this action to the present as may be proven;

[1] Plaintiff electronically filed a PAGA Claim Notice to the LWDA, via the State of California Labor and Workforce Development Agency / Department of Industrial Relations website (https://dir.govfa.net/413).

2. For compensatory damages in the amount of Plaintiff's and each Proposed Class Members' unreimbursed out of pocket expenses as a requirement of employment;

3. For penalties pursuant to Labor Code § 226(e) for violation of Labor Code § 226(a) in the amount of fifty dollars ($50) for the initial pay period in which a violation occurs and one hundred dollars ($100) per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars ($4,000);

4. For penalties pursuant to Labor Code § 203 for all employees who were terminated or resigned equal to their daily wage times thirty (30) days;

5. An award of prejudgment and post judgment interest;

6. An order enjoining Defendant and its agents, servants, and employees, and all persons acting under, in concert with, or for it from providing Plaintiff with proper wages and/or overtime, meal periods, rest periods, accurate itemized wage statements, and wages upon termination/resignation pursuant to Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2, 1199, and 2802, and IWC 7-2001;

7. For restitution for unfair competition pursuant to Business & Professions Code § 17200, e*t seq*., including disgorgement or profits, in an amount as may be proven;

8. For injunctive relief pursuant to Labor Code §226(a) requiring Defendant to remedy the inaccurate itemized wage statements issued to Plaintiff and the Proposed Class.

9. For injunctive relief pursuant to Business & Professions Code §17200, *et seq.* to remedy the unfair, unlawful and fraudulent activity alleged above.

10. For penalties under Labor Code §2699, et seq. for Defendant's violation of Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2, 1199, and 2802, and IWC 7-2001;

11. An award providing for payment of costs of suit;

12. An award of attorneys' fees; and

13. Such other and further relief as this Court may deem proper and just.

///

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial of his claims by jury to the extent authorized by law.

DATED: February 2, 2026

KINGSLEY SZAMET EMPLOYMENT LAWYERS

By: ______________________________

Eric B. Kingsley
Kelsey M. Szamet
Attorneys for Plaintiff OMAR PINEDO and the Proposed Class

EXHIBIT "1"

KINGSLEY SZAMET
EMPLOYMENT LAWYERS

16133 Ventura Boulevard, Suite 1200,
Encino, California 91436
service@kingsleylawyers.com
www.kingsleylawyers.com
(818) 990-8300

November 7, 2025

LABOR & WORKFORCE DEVELOPMENT AGENCY
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
Via Electronic Transmission

Ulrich of CA, LLC
PO BOX 2797
Cleburne, TX 76033
Via USPS Certified Mailing # 9589 0710 5270 1148 9692 63

Ulrich of CA, LLC
c/o Agent for Service of Process
William Martin
14346 Sunset Blvd
Arvin, CA 93203
Via USPS Certified Mailing # 9589 0710 5270 1148 9692 56

Re: Omar Pinedo v. Ulrich of CA, LLC
California Labor Code § 2699 Penalties

Gentlepersons:

This office represents Omar Pinedo ("Plaintiff") and a proposed group of current and former employees working for Ulrich of CA, LLC ("Defendant") in the State of California. The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698, *et. seq.* We herein set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to Plaintiff and all of Defendant's aggrieved employees.

Plaintiff wishes to bring a representative action on behalf of himself and the State of California as well as on behalf of a group of aggrieved employees defined as: All persons who are employed or have been employed as a non-exempt employee by Ulrich of CA, LLC, in the State of California who worked one or more pay periods since one (1) year prior to the date of this letter and continuing to the present. ("aggrieved employees").

Labor Code §§ 226.7 and 512 require an employer to pay an additional hour of compensation for each meal period the employer fails to provide. Employees are entitled to a first meal period of at least thirty (30) minutes for shifts over five (5) hours, to be provided within the first five (5) hours of the shift, and a second meal period of at least thirty (30) minutes for shifts over ten (10) hours. Pursuant to Labor Code § 226.7(c), if an employer fails to provide an employee with a lawful meal period, the employer must pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that a thirty (30) minute uninterrupted meal period was not provided, was not provided in full, or was not provided in a timely manner.

Here, Defendant failed to apprise Plaintiff and the aggrieved employees of their rights associated with meal periods and failed to provide timely meal periods. Defendant has had a consistent policy of: (1) requiring Plaintiff and the aggrieved employees to take late meal breaks that occurred after the first five hours of each shift; and (2) failed to pay such employees one (1) hour of pay at the employees regular rate of compensation for each workday that the first meal period was not provided within the first (5) hours of the shift or that a second meal period was not provided. Specifically, meal breaks were late or interrupted.

Additionally, Defendant maintained a policy of automatically deducting thirty (30) minutes from each shift that Plaintiff and the aggrieved employees worked. This "auto-deduct" policy was unlawful and did not account for whether the employees took their meal periods, took meal periods late, and/or took meal periods of less than thirty minutes.

Defendant has violated Labor Code §§ 510, 1194, 1194.2 and 1199. These statutes require an employer to compensate its employees at the minimum wage rate for all hours worked and at a rate of no less than one and one-half times the regular rate of pay for any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek.

Defendant has had a consistent policy of failing to pay wages and/or overtime to Plaintiff and all aggrieved employees. Plaintiff and other aggrieved employees were not properly compensated for all hours worked over eight (8) hours in one day or forty (40) hours in one week. As a result of the meal period auto-deduct policy described above, Defendant also failed to pay Plaintiff and the aggrieved employees for the thirty minutes of time it automatically deducted. Additionally, as explained further below, Defendant also required the aggrieved employees to perform "deposit drops" and be available by their personal cell phones while off the clock. As such, Defendant failed to pay Plaintiff and all aggrieved employees for all hours worked and at the appropriate rate of pay.

Pursuant to Labor Code § 226.7 and Wage Order 7-2001, Defendant failed to provide Plaintiff and the aggrieved employees with rest breaks of not less than ten (10) minutes per four (4) hour work period, or major fraction thereof. Defendant maintains an unlawful policy of requiring Plaintiff and the aggrieved employees to remain on the premises during rest periods, including prohibiting them from leaving or closing the store for breaks, in violation of *Augustus v. ABM Security*

Services, Inc., 2 Cal.5th 257, 269 (2016) (an employer that limits where an employee can take a break does not "relinquish control over how employees spend their time"). Plaintiff and aggrieved employees were frequently scheduled to work alone with no other employees available to provide coverage, making it impossible to take uninterrupted, rest breaks. Furthermore, "deposit drops" were the only opportunity for employees to leave the premises, even though such "deposit drops" required employees to perform work-related tasks, such as closing the store, transporting cash deposits, and promptly returning. Additionally, on a regular and consistent basis, Defendant failed to provide Plaintiff and the aggrieved employees with a second rest period despite regularly requiring Plaintiff and the aggrieved employees to work over six (6) hours. As such, Defendant failed to provide Plaintiff and the aggrieved employees with compliant rest periods. Further, Plaintiff and the aggrieved employees were not compensated with one (1) hour of wages for each missed rest period as required by Labor Code § 226.7.

In addition, Labor Code § 2802 provides that an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful. Defendant has failed to reimburse Plaintiff and aggrieved employees the cost of using their personal cell phones for business-related purposes. Defendant required that Plaintiff and the aggrieved employees be available by their personal cell phone and use their cell phones to answer customer calls, use a sales application, and post on Facebook Marketplace to make sales at home, and record walk-in customers via Aloware while working, which was all necessary to perform their job duties. These cell phones were not provided by Defendant, and Defendant failed to reimburse Plaintiff and the aggrieved employees for the costs associated with using these personal cell phones.

As a result of the claims alleged above, Defendant engaged in a practice of failing to provide accurate itemized wage statements in violation of Labor Code § 226(a) which requires that every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, an accurate itemized statement in writing showing all applicable hourly rates in effect during the pay period, and the corresponding number of hours worked at each hourly rate by the employee.

Labor Code §226(a)(2) requires that every employer shall semimonthly or at the time of each payment of wages, furnish each of his or her employees, an accurate itemized statement in writing showing the total hours worked by the employee. Plaintiff and the aggrieved employees are issued wage statements that do not include the total hours worked by the employee. As such, Plaintiff is an aggrieved employee within the meaning PAGA and Defendants has violated Labor Code §226(a) with respect to Plaintiff and all aggrieved employees.

Also, Defendant issued to Plaintiff and the aggrieved employees itemized wage statements that did not include all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee, in violation of Labor Code § 226(a)(9). The itemized wage statements provided to Plaintiff and the aggrieved employees did not include the hours worked and the corresponding hourly rate.

Labor Code § 203 provides that if "an employer willfully fails to pay…any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days." Here, Plaintiff and all aggrieved employees were not paid all wages due upon their separation from Defendant's employ. As such, Plaintiff is an aggrieved employee and Defendant failed to pay Plaintiff and all aggrieved employees all wages due at the time of termination, seasonal lay off, or within seventy-two (72) hours of their resignation, and have failed to pay those sums for thirty (30) days thereafter in violation of Labor Code §203. As such, Defendant failed to pay Plaintiff and all aggrieved employees all wages due at the time of termination, seasonal lay off, or within seventy-two (72) hours of their resignation, and have failed to pay those sums for thirty (30) days thereafter in violation of Labor Code §§201, 202, and 203. (See *Huff v. Securitas Security Services USA, Inc*. (2018) 23 Cal.App.5th 745, 754, reh'g denied (June 13, 2018), review denied (Aug. 8, 2018), allowing named Plaintiffs to pursue PAGA penalties for violations not personally suffered.)

Further, under Labor Code § 2699.3(c)(2)(A), Defendant may cure the alleged violations within thirty-three (33) calendar days of the postmark date of this notice and within that period, give notice by certified mail if the alleged violation is cured, including a description of actions taken.

We are constrained to move forward with the filing of this complaint alleging causes of action pursuant to Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2, 1199, and 2802 with or without the PAGA claim. Thus, any action by the LWDA would not resolve the entirety of the case, and the interest of judicial economy will be served by allowing the case to proceed as a cohesive whole.

Very truly yours,

KINGSLEY SZAMET EMPLOYMENT LAWYERS

By: ______________________________
Eric B. Kingsley

[EBK/JB/ls]
Cc: 1. LWDA Letter filed via Electronic Submission: https://dir.tfaforms.net/411

Misclassification Employee Classified as Contractor	☐
Misclassification Nonexempt Classified as Exempt	☐
Child Labor	☐
Specify Ages	☐
Minimum Wage	☐
Overtime	☒
Not paid for all hours worked	☒
Not paid wages due on termination	☒
Other Unpaid Wages	☐
Tips or Gratuities	☐
Payment or Reimbursement of Employee Expenses	☒
Improper Form of Payment Including NSF Checks	☐
Kickbacks	☐
Meal and Rest Breaks	☒
Sick Leave	☐
Lactation Accommodation (Labor Code 1030-1033)	☐
Not providing required time off, other	☐
Pay Discrimination on basis of sex, (Labor Code 1197.5)	☐
No Wage Statements	☐
Improper or Incomplete Wage Statements	☒
Other Notice or Posting or Recordkeeping	☐
Public Works (Labor Code 1720 - 1815)	☐
Apprenticeship (Labor Code 3070 - 3098)	☐
Occupational Safety and Health (Labor Code 6300 et seq)	☐
No Workers' Compensation	☐
Licensing, Registration, or Permit	☐
Unfair Immigration Activities	☐
Agricultural Labor Relations	☐
Industrial Homework	☐
Retaliation for Protected Status or Activity (Specify)	☐
Other(Maybe Multiple)	☐

APPROVED FOR FILING
by: ________________

PAGA Claim Type - Check All that Apply

Includes one or more listed in Labor Code 2699.5- not curable subject to 2699.3(a) *[subdivision (k)of Section 96, Sections 98.6, 201, 201.3, 201.5, 201.7, 202, 203,203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222,222.5, 223, and 224, paragraphs (1) to (5), inclusive, (7), and (9) of subdivision (a) of Section 226, Sections 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603,604, 750,751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153, subdivisions (c) and (d) of Section 1174, Sections 1194, 1197, 1197.1, 1197.5, and 1198, subdivision (b) of Section 1198.3, Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5,Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and 1700.47, Sections 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2802, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3095, 6310, 6311, and 6399.7.]*	☐
Includes one or more OSHA violations subject to requirements of 2699.3(b)	☐
Includes one or more violations not listed in Labor Code 2699.5 - curable subject to 2699.3(c) *[(6) and (8) of subdivision (a) of Section 226]*	☐

EXHIBIT "2"

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

State of California
Labor and Workforce Development Agency / Department of Industrial Relations

Private Attorneys General Act (PAGA) - Filing

New PAGA Claim Notice

Your Information (Person Who is Filing)

Your First Name *: Kelsey

Your Last Name *: Szamet

Firm Name (if any) *: Kingsley Szamet Employment Lawyers
(Enter "in pro per" if you are representing yourself)

Your Email Address *: service@kingsleylawye

Your Street Name, Number and Suite/Apt *: 16133 Ventura Blvd, Ste 1200

Your Mobile Phone Number:

Your Work Phone Number:

Your City *: Encino

Your State *: California

Your Zip/Postal Code *: 91436

Plaintiff Information

Plaintiff/Aggrieved Employee Name *: Omar Pinedo

Plaintiff/Aggrieved Employee Occupation *: retail worker

Add Additional Plaintiffs

Employer Information

Employer Entity Type *: Corporation

Employer Name *: Ulrich of CA, LLC
Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt *: 16133 Ventura Blvd, Ste 1200

Employer City *: Fort Worth

Employer State *: Texas

Employer Zip/Postal Code *: 76102

Employer Industry*

Construction

Add additional defendants

- [ ] Add any entity other than an individual
- [ ] Add an individual/sole proprietor employer

Notice General Information

Estimated Number of Employees Impacted by Violations*

50

Notice Violations - Check All that Apply*

- [ ] Child Labor
- [ ] Misclassification Employee Classified as Contractor
- [ ] Misclassification NonExempt Classified as Exempt
- [ ] Minimum Wage
- [x] Overtime
- [x] Not paid for all hours worked
- [x] Not paid wages due on termination
- [ ] Other Unpaid Wages
- [ ] Tips or Gratuities
- [x] Payment or Reimbursement of Employee Expenses
- [ ] Improper Form of Payment Including NSF Checks
- [ ] Kickbacks
- [x] Meal and Rest Breaks
- [ ] Sick Leave
- [ ] Lactation Accommodation (Labor Code 1030-1033)
- [ ] Not providing required time off, other
- [ ] Pay Discrimination on basis of sex, (Labor Code 1197.5)
- [ ] No Wage Statements
- [x] Improper or Incomplete Wage Statements
- [ ] Other Notice or Posting or Recordkeeping
- [ ] Public Works (Labor Code 1720 - 1815)
- [ ] Apprenticeship (Labor Code 3070 - 3098)
- [ ] Occupational Safety and Health (Labor Code 6300 et seq)
- [ ] No Workers' Compensation
- [ ] Licensing, Registration, or Permit
- [ ] Unfair Immigration Activities
- [ ] Agricultural Labor Relations
- [ ] Industrial Homework
- [ ] Retaliation for Protected Status or Activity (Specify)
- [x] Other

Child Labor - Specify Ages

Provide Details of Other Violation *

226

Other(Maybe Multiple)

- [ ] Other Violation

PAGA Claim Type – Check All that Apply*

- [x] **Notice asserts one or more Labor Code violations listed in Labor Code 2699.5– not curable subject to 2699.3(a)**
- [ ] **Notice asserts one or more OSHA violations subject to requirements of 2699.3(b)**
- [ ] **Includes one or more violations not listed in Labor Code 2699.5 – curable subject to 2699.3(c)**

Filing Fee

A filing fee of $75 is required to file a new PAGA claim notice.

IFP

- [ ] I wish to claim In Forma Pauperis and am attaching a Confidential Request to Waive Court Fees (Judicial Council Court Form FW-001) or similar form to this submission.

Billing information

Billing First Name*	**Billing Last Name***	**Billing Email***	**Billing Phone**
Eric	Kingsley	service@kingsleylawyec	

Billing Street Name, Number and Suite/Apt*

16133 Ventura Blvd, Ste 1200

Billing City*	**Billing State***	**Billing Zip/Postal Code***
Encino	California	91436

Credit Card Type*	**Credit Card Number***
[redacted]	[redacted]

CVV Number*	**Credit Card Expiration Month***	**Credit Card Expiration Year***
[redacted]	[redacted] mm	[redacted] yyyy

Other PAGA Notices

[Search for PAGA Case number]

- [x] I have searched LWDA's database for other PAGA claims filed against the employer(s) named in my NEW PAGA Claim Notice.

- (●) No, there are no other PAGA claims against the employer(s) named in my New PAGA Claim Notice.
- ( ) Yes, other PAGA claims are listed on the website, or I am aware of other PAGA claims against the employer(s) named in my New PAGA Claim Notice.

Notice and Other Attachments

PAGA Claim Notice (must be a .pdf)*

Choose File LWDA Letter ...lrich of CA.pdf

Do not attach any documents to the Notice.

Other Attachment – (if any) (must be a .pdf)

Choose File No file chosen

[Add Another Attachment]

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☑ **I understand that, if I file, I must comply with the redaction rules consistent with this notice.**

Should you have questions regarding this online form, please contact PAGAInfo@dir.ca.gov

I'm not a robot

reCAPTCHA
Privacy - Terms

reCAPTCHA helps prevent automated form spam.

Previous Page Submit

Thank you. If you provided an email address with your submission, a confirmation regarding your submission will be emailed to you. Otherwise, you can search for the case to verify that your submission was properly received.

Click Here to Search Case

From:	noreply@salesforce.com on behalf of LWDA DO NOT REPLY
To:	Service
Subject:	Thank you for submission of your PAGA Case.
Date:	Friday, November 7, 2025 2:33:31 PM

External Email!

11/7/2025

LWDA Case No. LWDA-CM-1136777-25
Law Firm : Kingsley Szamet Employment Lawyers
Plaintiff Name : Omar Pinedo
Employer: Ulrich of CA, LLC
Filing Fee : $75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

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

Please note that a PAGA Notice is not a complaint within the meaning of Division 5 (Labor Code §§6300 et seq.). To file a complaint about workplace safety and health hazards with Cal/OSHA, please visit: https://www.dir.ca.gov/dosh/complaint.htm

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

From:	noreply@salesforce.com on behalf of LWDA DO NOT REPLY
To:	Service
Subject:	State of California - Department of Industrial Relations Customer Receipt / Purchase Confirmation
Date:	Friday, November 7, 2025 2:34:32 PM

External Email!

Thank you for your payment.

Order Information
Merchant: State of California - Department of Industrial Relations

Case Number: LWDA-CM-1136777-25
Submission Type: PAGA Notice
Order Number: ORD-000342451
Total:$75.00
Card Type: Visa
Date: 11/7/2025

Billing Information
Name: Eric Kingsley
Email: service@kingsleylawyers.com
Billing Address:
16133 Ventura Blvd, Ste 1200
Encino, California
91436