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ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

4/1/2026 4:32:45 PM

Clerk of the Superior Court
By D. Saenz ,Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

JUAN MOTA and MYRIAM PINEDA on behalf
of others similarly situated and the State of
California under the Private Attorneys General
Act,

Plaintiffs,

vs.

NAP SAN DIEGO LLC and DOES 1 through
50, inclusive,

Defendants.

Case No. 26CU005452C

Hon: Terrie E. Roberts
Dept: C-68

CLASS ACTION

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT**

1. Failure to Pay All Wages Owed
2. Failure to Pay All Overtime Wages
3. Meal Period Violations
4. Rest Period Violations
5. Paid Sick Leave Violations
6. Untimely Payment of Wages
7. Wage Statement Violations
8. Waiting Time Penalties
9. Failure to Reimburse Business Expenses
10. Unfair Competition
11. Retaliation
12. Civil Penalties under the Private Attorneys
General Act (Labor Code §§ 2698 *et seq.*)

Action Filed: January 30, 2026

1 Plaintiffs JUAN MOTA and MYRIAM PINEDA, on behalf of all others similarly situated and
2 the State of California under the Private Attorneys General Act (“Plaintiffs”) brings this FIRST
3 AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT against Defendants NAP
4 SAN DIEGO LLC and DOES 1 through 50, inclusive (collectively “Defendants”), alleging as follows:

5 **INTRODUCTION**

6 1. This is a class action filed for wage and hour violations of the California Labor Code.

7 2. Defendant failed to compensate Plaintiffs and class members for all hours suffered or
8 permitted to work in violation of the applicable IWC Wage Order.

9 3. Defendants’ underpayment of wages was facilitated by their company-wide practices
10 and requiring employees to complete work while off-the-clock.

11 4. Defendants also underpaid the class members’ wages by failing to include all forms of
12 remuneration, into the regular rate of pay calculation for overtime, sick pay, and premiums.

13 5. Defendants failed to reimburse Plaintiffs and class members for their use of their
14 personal cell phones, tablets, and/or laptops.

15 6. In addition, Plaintiff Mota was subject to unlawful retaliation for reporting unsafe
16 working conditions, unpaid hours, and non-compliant breaks, which resulted in Plaintiff’s termination,
17 by management.

18 7. Defendants are further liable for derivative claims for wage statements, untimely
19 payment, and other associated violations.

20 8. Plaintiffs seek to recover the underpaid damages, plus associated penalties, interests,
21 attorney’s fees and costs.

22 **JURISDICTION & VENUE**

23 9. Jurisdiction of this action is proper in this Court under Article VI, Section 10 of the
24 California Constitution as the causes of action are premised upon violations of California law.

25 10. The monetary damages and restitution sought exceed the minimal jurisdiction limits of
26 the Superior Court.

27 11. This Court has jurisdiction over Defendants because, upon information and belief,
28 Defendants have sufficient minimum contacts in California, or otherwise intentionally avail

1 themselves to the California economy so as to render the exercise of jurisdiction over them by the
2 California courts consistent with traditional notions of fair play and substantial justice.

3 12. Venue is proper in this Court under Code of Civil Procedure sections 393(a), 395,
4 and/or 395.5 because, upon information and belief, Defendants conducted business and committed
5 some of the alleged violations in this County.

6 **PARTIES**

7 **A. Plaintiffs Juan Mota and Miriam Pineda**

8 13. Plaintiff Mota is an individual over 18 years of age who worked for Defendants in
9 California as a non-exempt employee from about 2005 to October 2025. Plaintiff Mota worked as a
10 Shipping Manager.

11 14. Plaintiff Pineda is an individual over 18 years of age who worked for Defendants in
12 California as a non-exempt employee from about February 2025 to the present. Plaintiff Pineda works
13 as an HR / Payroll Assistant.

14 15. The State of California, via the Labor and Workforce Development Agency
15 (“LWDA”), is the real party in interest in this action. (*Kim v. Reins Int’l California, Inc.* (2020) 9
16 Cal. 5th 73, 81 [The “government entity on whose behalf the plaintiff files suit is always the real party
17 in interest.”]). To the extent permitted by law, including pursuant *Balderas v. Fresh Start Harvesting,*
18 *Inc.* (2024) 101 Cal. App. 5th 533 and *Rodriguez v. Packers Sanitation Services Ltd., LLC* (2025) 109
19 Cal.App.5th 69, the PAGA claim is brought exclusively as a representative action and does not include
20 arbitrable claims.

21 **B. Defendants**

22 16. Defendant NAP San Diego LLC is a California LLC that maintains operations and
23 conducts business throughout the State of California, including in this county.

24 17. The true names and capacities, whether individual, corporate, or otherwise, of the
25 parties sued as DOES 1 through 50, are presently unknown, unascertainable, or uncertain, and are sued
26 by such fictitious names under Code of Civil Procedure section 474. Upon information and belief,
27 each of DOES 1 through 50 constitutes a legal employer or is otherwise legally responsible in some
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manner for the acts and omissions alleged herein. This Complaint may be amended to reflect their true names and capacities once ascertained.

18. Upon information and belief, Defendants in this action are employers, co-employers, joint employers, and/or part of an integrated employer enterprise, as each of the Defendants exercised control over the wages, hours, and working conditions of the employees, suffered and permitted them to work, and otherwise engaged them as employees under California law.

19. Upon information and belief, at least some of the Defendants have common ownership, common management, interrelationship of operations, and centralized control over labor relations and are therefore part of an integrated enterprise and thus jointly and severally responsible for the acts and omissions alleged herein, including pursuant to Labor Code sections 558, 558.1, and 1197.1.

20. Upon information and belief, Defendants acted in all respects pertinent to this action as an alter-ego, agent, servant, joint employer, joint venturer, co-conspirator, partner, in an integrated enterprise, or in some other capacity on behalf of all other co-defendants, such that the acts and omissions of each defendant may be legally attributable to all others.

CLASS ALLEGATIONS

21. This action is brought individually and on behalf of the following class pursuant to Code of Civil Procedure section 382:

- a. All current and former non-exempt employees who worked for Defendants in California at any time from four years prior to the filing of this action through date of class certification.

22. Plaintiffs reserve the right to establish various subclass definitions as appropriate at the class certification stage, according to proof.

23. The class is ascertainable and shares a well-defined community of interest in this litigation:

- a. Numerosity: The class is estimated to exceed 50 individuals, although the precise membership of the entire class is unknown at this time. The class is so numerous that joinder of all class members is impracticable. The identities of

class members are ascertainable by inspection of Defendants' employment and payroll records.

b. Typicality: Plaintiffs' claims are typical of the claims of the other class members. They were subject to the same policies and practices of Defendants, which resulted in losses to the class. Proof of common unlawful business practices, which Plaintiff experienced, will establish the right of the class to recover on the causes of action alleged herein.

c. Adequacy: Plaintiffs are an adequate class representative; will take all necessary steps to protect the class members' interests adequately and fairly; have no interest antagonistic to other class members; and are represented by attorneys who have substantial experience prosecuting, defending, resolving, and litigating wage and hour class, collective, and representative actions in California state and federal courts.

d. Superiority: A class action is superior to other means for adjudicating this dispute. Individual joinder is impractical. Class treatment will allow for common issues to be resolved in a single forum, simultaneously, and without duplication of effort and expense.

e. Public Policy Considerations: Certification of this lawsuit as a class action advances the State of California's strong public interest in ensuring its approximately millions of employed residents are properly paid the wages they earned for the hours they worked. Class actions provide a mechanism for enforcement of labor laws and allow for vindication of employee rights by unnamed class members.

24. Common questions of law and fact as to the class members predominate over questions affecting only individual members. The common questions of law and fact exist as to whether the employment policies and practices formulated by Defendants and applied to the class members constitute violations of California law.

1 **GENERAL ALLEGATIONS**

2 25. Defendants misclassified Plaintiffs and the class members as exempt when they did not
3 meet the requirements of the applicable California Wage Order and Labor Code section 515(a).
4 Specifically, Plaintiffs and the class members' job duties failed to satisfy the test for administrative
5 exemptions.

6 26. Their duties did not include performing office or non-manual work directly related to
7 the management or business operation of Defendants or their customers. Plaintiff Mota's primary
8 duties included scanning and printing invoices, writing driver reports, assisting with dispatch by
9 checking in with drivers along their routes, and providing transportation to and from mechanic shops
10 when trucks required work. Plaintiff Pineda's primary job duties included assisting with processing
11 bi-weekly payroll and other clerical tasks requiring others' judgment and directives. None of these job
12 duties allowed Plaintiffs to exercise independent discretion with respect to non-routine tasks. Instead,
13 most of Plaintiffs' duties included manual and clerical work which supports Plaintiff's non-exempt
14 status. In fact, Plaintiff Mota worked in the same position for several years as a non-exempt employee.
15 However, later in his employment, Defendants misclassified Plaintiff Mota as exempt and ceased
16 payment for overtime hours and meal and rest period premiums among other non-exempt
17 requirements. Plaintiff Pineda was also switched from a salaried employee to an hourly employee
18 during her employment with little explanation.

19 27. To the extent that Plaintiffs worked more than 8 hours in one day or 40 hours in one
20 week, Plaintiffs should have been paid overtime wages. Additionally, to the extent that Plaintiffs
21 worked through those weeks without meal or rest periods, Plaintiffs were entitled to meal and rest
22 period premiums. Defendants failed to compensate Plaintiff for all overtime wages, meal period and
23 rest premiums owed as a result of Defendants' misclassification.

24 28. During the periods when Defendants properly classified Plaintiffs as hourly and non-
25 exempt, Defendants failed to pay Plaintiffs and the class members at the lawful minimum wage rate
26 for all hours worked, resulting in unpaid minimum wages. Specifically, Defendants sometimes failed
27 to pay Plaintiff and the class members for each hour worked due to enforcing off-the-clock work. For
28 example, Defendants sometimes required Plaintiff Mota to complete reports at home, off-the-clock

1 and Plaintiff Pineda was sometimes required to complete reports during her breaks. Additionally,
2 Defendants sometimes interrupted Plaintiffs and the class members' unpaid meal periods with requests
3 to complete forms and attend meetings.

4 29. Furthermore, Defendant required Plaintiff Mota to be available throughout the night
5 for overnight truck drivers who required assistance. On these occasions, Defendants required Plaintiff
6 Mota to advise the overnight drivers on updated routes or in solving other unexpected problems. These
7 occasions occurred while Plaintiff Mota was at home, off-the-clock. Therefore, these hours were not
8 compensated.

9 30. On these occasions, Defendants failed to pay Plaintiff Mota for the additional hours of
10 work completed which resulted in unpaid hours worked.

11 31. Defendants failed to pay Plaintiffs and the class members overtime wages and the
12 lawful rate of pay for overtime hours worked, resulting in unpaid overtime wages. Specifically,
13 Defendants sometimes interrupted Plaintiff's thirty-minute unpaid meal periods. For example,
14 Defendants sometimes demanded that Plaintiff Mota attend meetings during his meal periods, and
15 demanded Plaintiff Pineda to complete reports during her meal periods. On these occasions,
16 Defendants did not include these minutes worked during unpaid meal periods as hours worked.
17 Additionally, Defendants sometimes required Plaintiff Mota to be available throughout the night as a
18 point person for the overnight truckers. This time was not included in Plaintiff Mota's timesheets and
19 went uncompensated. These instances sometimes resulted in more than 8 hours worked in a day or 40
20 in a week. However, because the minutes were not accounted for, Plaintiff and the class members
21 suffered unpaid overtime wages.

22 32. Additionally, to the extent that Plaintiffs worked more than 8 hours in one day or 40
23 hours in one week during the weeks they were misclassified, Defendants failed to pay Plaintiffs for
24 these overtime hours. This error resulted in underpaid overtime wages.

25 33. Defendants failed to comply with California's paid sick leave laws with respect to the
26 class members. As a result of the off-the-clock work Defendants' enforced, Defendants sometimes
27 failed to account for each hour of paid sick leave earned. This practice resulted in the underpayment
28 of paid sick leave.

1 34. Plaintiffs and the class members experienced missed, late, short, and interrupted meal
2 periods to keep up with the high demands of the job. For example, Defendants occasionally interrupted
3 Plaintiff and the class members' meal periods. Specifically, Plaintiff Mota recalls multiple instances
4 where he was pulled into meetings or forced to address urgent matters while taking a meal break.
5 Plaintiff Pineda was also demanded to complete reports during her meal periods. Upon information
6 and belief, other class members received similar interruptions during their meal periods.

7 35. Additionally, to the extent that Plaintiffs worked through workdays without meal
8 periods as a result of Defendants' misclassification, they were owed meal period premiums. However,
9 Defendants failed to provide any meal period premiums, resulting in unpaid premium wages.

10 36. To the extent that Plaintiffs worked through workdays without rest periods as a result
11 of Defendants' misclassification, they were owed rest period premiums. However, Defendants failed
12 to provide any meal period premiums, resulting in unpaid premium wages.

13 37. Plaintiff Mota raised the company's failure to address unsafe working conditions,
14 unpaid hours, and non-compliant breaks to the Human Resources department on or around October
15 2025. Although he was assured that his complaints would be addressed, Plaintiff Mota was terminated
16 shortly thereafter. Plaintiff believes and thereon alleges that he and other employees were forced out
17 of the company for opposing Defendants' unlawful practices.

18 38. Because Defendants failed to pay all wages and premiums in each pay period in which
19 such wages were earned at the lawful rate, Defendants violated Labor Code section 204 and/or 204b
20 (for weekly employees, as applicable). Defendants violated Labor Code sections 204 and 204b by
21 failing to pay all wages and premiums owed on the regular pay days scheduled each pay period within
22 seven calendar days of the close of the payroll period, as a result of the policies and practices set forth
23 in this notice.

24 39. Defendants failed to pay all wages and premiums owed to class members during their
25 employment as set forth in this notice and also failed to timely pay those amounts to departing
26 employees upon separation of employment. Defendants did not pay waiting time penalties for the late
27 payments. As a result, Defendants violated Labor Code sections 201, 202, and 203.

1 40. Plaintiffs and other class members cannot promptly and easily determine from the wage
2 statement alone the wages paid or earned without reference to other documents or information. Indeed,
3 these wage statement violations are significant because they sow confusion among Plaintiff and other
4 class members with respect to what amounts were owed and paid, at what rates, the number of hours
5 worked, and how those amounts were or should be calculated. The wage statements reflect a false
6 statement of earnings and concealed the underlying problems and underpayments of employee wages.

7 41. Defendants required Plaintiffs and the class members to incur costs for work-related
8 purposes without full reimbursement. In direct consequence of their job duties, Plaintiffs and the class
9 members unavoidably and necessarily incurred these losses, expenditures, costs, and as a matter of
10 policy and practice. Specifically, Defendants required Plaintiff and the class members to use their
11 personal cell phones for internal phone calls and for other work related duties. For example,
12 Defendants required Plaintiff Mota to be available at home to take calls from overnight truck drivers.
13 These phone calls required Plaintiff to use his personal cell phone.

14 42. Additionally, Defendants required Plaintiff Mota and the class members to complete
15 electronic reports. However, Defendants did not provide a laptop, tablet, or phone for Plaintiff Mota
16 to complete these reports on. Instead, Defendants expected Plaintiff Mota to furnish his own
17 electronics to complete job duties. Furthermore, Defendants did not reimburse Plaintiff Mota or the
18 class members for internet related expenses incurred when completing work at home. As a result,
19 Plaintiff and the class members were often subjected to technology related expenses in connection
20 with their job duties. However, Defendants failed to reimburse these expenses and instead expected
21 Plaintiff and the class members to incur these costs on their own.

22 43. Because of the policies and practices set forth in this notice, including the failure to
23 accurately account for wages earned or hours worked, Defendants failed to accurately maintain records
24 in accordance with Labor Code section 1174 and the IWC Wage Orders.

1 **FIRST CAUSE OF ACTION**

2 **FAILURE TO PAY ALL WAGES OWED**

3 **Violation of Labor Code §§ 200, 218, 1194, 1194.2 and 1197**

4 **(All Claims Alleged by Plaintiffs and Class Members Against All Defendants)**

5 44. All outside paragraphs of this Complaint are incorporated into this section.

6 45. This cause of action is brought pursuant to the IWC Wage Orders and Labor Code
7 §§ 200, 218, 1182.12, 1194, 1194.2, 1197, 1197.1 and 1198 and the IWC Wage Orders (the “Hours
8 and Days of Work” and “Minimum Wages” sections of the applicable orders), which require non-
9 exempt employees be timely paid at least the state or local minimum wage (if higher) for each hour of
10 work, and further provide a private right of action for an employer’s failure to pay all minimum wages
11 (plus liquidated damages). In addition to minimum wages, Labor Code § 200 states that “wages”
12 includes all amounts for labor performed by employees of every description, whether the amount is
13 fixed or ascertained by the standard of time, task, piece, commission basis, or other method of
14 calculation.”

15 46. Defendants willfully failed in their affirmative obligation to pay Plaintiffs and class
16 members at least the lawful minimum wage for each hour worked in violation of Labor Code sections
17 1182.12, 1194, 1194.2, 1197, 1197.1 and 1198 and the IWC Wage Orders (the “Hours and Days of
18 Work” and “Minimum Wages” sections of the applicable orders), including payment at the lawful
19 local and county minimum wage ordinances in effect. As a result, Defendants are liable for all
20 associated damages, including liquidated damages for the minimum wage violations pursuant to Labor
21 Code § 1194.2.

22 47. Defendants’ unlawful acts and omissions deprived Plaintiffs and class members of
23 minimum, regular and overtime wages in amounts to be determined at trial. Plaintiffs and class
24 members are entitled to recover the full amount of the unpaid wages, plus liquidated damages in an
25 amount equal to the wages unlawfully unpaid (and interest thereon), in addition to interest, attorneys’
26 fees, and costs to the extent permitted by law, including under Labor Code sections 1194 and 1194.2,
27 218.6 and any other applicable statutes.

54. Defendants willfully failed in their affirmative obligation to consistently provide Plaintiffs and class members compliant, duty-free meal periods of not less than 30 minutes beginning before the fifth hour of hour for each work period of more than five hours per day and a second duty-free meal period of not less than 30 minutes beginning before the tenth hour of hour of work in violation of Labor Code sections 226.7, 512, 558, 1198 and the IWC Wage Orders (the “Meal Periods” sections of the applicable orders).

55. Further, Defendants willfully failed in their affirmative obligation to consistently pay Plaintiffs and class members one additional hour of pay at the respective regular rate of compensation for each workday that a fully compliant meal period was not provided, in violation of Labor Code sections 226.7, 512, 558, and 1198 and the IWC Wage Orders (the “Meal Periods” sections of the applicable orders).

56. Plaintiffs and class members are entitled to recover the full amount of the meal period premiums owed, in addition to interest, statutory and civil penalties, and attorneys' fees, and costs to the extent permitted by law.

FOURTH CAUSE OF ACTION

REST PERIOD VIOLATIONS

Violation of Labor Code §§ 226.7 and 516

57. All outside paragraphs of this Complaint are incorporated into this section.

58. This cause of action is brought pursuant to the IWC Wage Orders and Labor Code §§ 226.7 and 516, which require non-exempt employees be authorized to take complaint rest periods (or rest period premiums in lieu thereof), and which further provide a private right of action for an employer's failure to lawfully provide all rest periods and/or pay rest period premiums at the lawful regular rate of compensation.

59. Defendants willfully failed in their affirmative obligation to consistently authorize and permit Plaintiffs and class members to receive compliant, duty-free rest periods of not less than ten (10) minutes for every four hours worked (or major fraction thereof) in violation of Labor Code sections 226.7, 516, 558, and 1198 and the IWC Wage Orders (the “Rest Periods” sections of the applicable orders).

60. Further, Defendants willfully failed in their affirmative obligation to consistently pay Plaintiffs and class members one additional hour of pay at the respective regular rate of compensation for each workday that a fully compliant rest period was not provided, in violation of Labor Code sections 226.7, 516, 558, and 1198 and the IWC Wage Orders.

FIFTH CAUSE OF ACTION

FAILURE TO PAY ALL PAID SICK LEAVE WAGES

Violation of Labor Code §§ 200, 218, 246 *et seq.*

61. All outside paragraphs of this Complaint are incorporated into this section.

62. Defendants knowingly and intentionally failed in their affirmative obligation to pay sick leave wages to Plaintiffs and a paid sick leave subclass in violation of Labor Code section 246 *et seq.* Paid sick leave earnings constitute wages for purposes of California wage and hour law. (*Murphy v. Kenneth Cole Productions, Inc.* (2007) 40 Cal.4th 1094, 1103 [“Courts have recognized that ‘wages’ also include those benefits to which an employee is entitled as a part of his or her compensation, including money, room, board, clothing, vacation pay, and sick pay”].)

63. Labor Code section 246(l), in conjunction with Labor Code section 248 *et seq.*, 248.1, 248.2, and 248.6, in addition to the applicable County sick pay ordinances in locales worked by class members, govern how Defendants were required to calculate paid sick leave.

64. Defendants failed to comply with California’s paid sick leave laws because of systematic practices that prevented the accurate accounting of earned leave. Specifically, because Defendants enforced off-the-clock work and failed to account for all hours actually worked, they consequently failed to account for and credit each hour of paid sick leave earned by Plaintiffs and class members.

65. This practice resulted in the consistent underpayment of paid sick leave wages.

66. As a result, Defendants violated the Labor Code and are liable to Plaintiffs and class members for underpaid sick leave wages, in addition to interest, attorneys’ fees, and costs.

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1 73. Defendants knowingly and intentionally failed in their affirmative obligation to provide
2 accurate itemized wage statements to Plaintiffs and class members resulting in injury to Plaintiffs and
3 class members. Specifically, the wage statements issued to Plaintiffs and class members did not
4 accurately state each pay period all of the information required by Labor Code § 226(a)(1)-(9).

5 74. Defendants' unlawful acts and omissions deprived Plaintiffs and class members of
6 accurate itemized wage statements, causing confusion and concealing wage and premium
7 underpayments.

8 75. As a result, Plaintiffs and class members are entitled to recover the statutory penalty of
9 \$50 per employee for the initial pay period in which a violation occurred and \$100 per employee for
10 each violation in a subsequent pay period, up to an aggregate penalty of \$4,000 per employee, in
11 addition to interest, attorneys' fees, and costs to the extent permitted by law, including under Labor
12 Code section 226(e).

13 **EIGHTH CAUSE OF ACTION**

14 **WAITING TIME PENALTIES**

15 **Violation of Labor Code §§ 201 *et seq.***

16 76. All outside paragraphs of this Complaint are incorporated into this section.

17 77. This cause of action is brought by a waiting time subclass pursuant to Labor Code
18 §§ 201 through 203, which require an employer to timely pay all wages earned upon termination of
19 employment, and which further provide a private right of action to recover statutory waiting time
20 penalties each day an employer fails to comply with this obligation, up to a maximum of 30 days
21 wages.

22 78. Defendants willfully failed and continue to fail in their affirmative obligation to pay all
23 wages earned and unpaid to Plaintiffs and class members immediately upon termination of
24 employment or within 72 hours thereafter for employees who did not provide at least 72 hours prior
25 notice of his or her intention to quit, and further failed to pay those sums for 30 days thereafter in
26 violation of Labor Code sections 201 through 203 and the IWC Wage Orders.

27 79. Plaintiffs and class members are entitled to recover a waiting time penalty for a period
28 of up to 30 days, in addition to interest, attorneys' fees, and costs to the extent permitted by law.

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1 of the moneys as necessary and according to proof to restore all monies withheld, acquired, and/or
2 converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

3 87. Plaintiffs do not have an adequate remedy at law for past or future violations, to the
4 extent the statute of limitations on each of the alleged causes of action do not extend to the four year
5 limitation provided under the UCL or to the extent the underlying Labor Code and IWC Wage Order
6 violations do not provide a private right of action.

7 88. Plaintiffs and class members are entitled to injunctive relief against Defendants,
8 restitution, and other equitable relief to return all funds over which Plaintiffs and class members have
9 an ownership interest and to prevent future damage and the public interest under Business and
10 Professions Code § 17200 *et seq.* Plaintiffs and class members are further entitled to recover interest,
11 attorneys' fees, and costs to the extent permitted by law, including under Code of Civil Procedure
12 § 1021.5.

13 **ELEVENTH CAUSE OF ACTION**

14 **RETALIATION**

15 **(Alleged by Plaintiff Mota individually against all Defendants)**

16 89. All outside paragraphs of this Complaint are incorporated into this section.

17 90. California Labor Code section 1102.5 prohibits an employer from retaliating against
18 an employee for disclosing information to a person with authority over the employee, or to another
19 employee who has the authority to investigate, discover, or correct the violation or noncompliance, if
20 the employee has reasonable cause to believe that the information discloses a violation of a state or
21 federal statute.

22 91. Furthermore, Labor Code section 98.6 prohibits retaliation against an employee for
23 exercising rights protected under the Labor Code, and section 6310 prohibits retaliation against an
24 employee who makes a complaint regarding employee safety or health.

25 92. On or around October 2025, Plaintiff Mota engaged in protected activity by reporting
26 several unlawful practices to Defendants' Human Resources department. These reports specifically
27 addressed Defendant's failure to address unsafe working conditions, non-compliant break periods, and
28 unpaid hours worked.

93. At the time of these reports, Plaintiff Mota had a reasonable belief that Defendants' conduct violated California's labor and safety laws.

94. Although Plaintiff Mota was assured by Human Resources that his concerns would be addressed, Plaintiff was terminated shortly thereafter.

95. Plaintiff Mota is informed, believes, and thereon alleges that his protected activity, specifically his opposition to Defendants' unlawful wage practices and safety violations, was a motivating factor in Defendants' decision to terminate his employment.

96. Plaintiff is entitled to recover all available damages, including back pay, front pay, and interest. Plaintiff is further entitled to reasonable attorneys' fees and costs of suit pursuant to Labor Code sections 1102.5 and 2699.

TWELTH CAUSE OF ACTION

CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT

Violation of Labor Code §§ 2698 *et seq.*

(By Plaintiffs on Behalf of the State and the Aggrieved Employees Against All Defendants)

97. All outside paragraphs of this Complaint are incorporated into this section.

98. Plaintiffs bring this cause of action as a proxy for the State of California on behalf of the following "aggrieved employees" pursuant to the Private Attorneys General Act ("PAGA"), codified as Labor Code section 2698 *et seq.*:

- a. All current and former non-exempt employees who worked for Defendants in California at any time from one year prior to the postmark date of the initial PAGA notice through date of trial.

99. Plaintiffs reserve the right to amend, supplement, or add to this description of the aggrieved employees, according to proof.

100. The State of California, via the Labor and Workforce Development Agency ("LWDA"), is the real party in interest in this action with respect to this cause of action. (*Kim v. Reins Int'l California, Inc.* (2020) 9 Cal. 5th 73, 81 [The "government entity on whose behalf the plaintiff files suit is always the real party in interest."])

1 101. Labor Code section 2699(a) provides: “Notwithstanding any other provision of law,,
2 any provision of this code that provides for a civil penalty to be assessed and collected by the Labor
3 and Workforce Development Agency or any of its departments, divisions, commissions, boards,
4 agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil
5 action brought by an aggrieved employee on behalf of the employee and other current or former
6 employees against whom a violation of the same provision was committed pursuant to the procedures
7 specified in Section 2699.3. “

8 102. Any allegations regarding violations of the IWC Wage Orders are enforceable as
9 violations of Labor Code section 1198, which states: “[t]he employment of any employee for longer
10 hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”

11 103. Labor Code section 2699.3 sets forth the procedure for commencing an action for civil
12 penalties under the PAGA.

13 104. On or about **January 12, 2026**, Plaintiff Pineda paid the requisite PAGA filing fee and
14 provided written notice (by online electronic filing with the LWDA and by certified mail to Defendants)
15 of Defendants’ alleged Labor Code violations, including the facts and theories to support the alleged
16 violations.

17 105. On or about **January 15, 2026**, Plaintiff Mota paid the requisite PAGA filing fee and
18 provided written notice (by online electronic filing with the LWDA and by certified mail to
19 Defendants) of Defendants’ alleged Labor Code violations, including the facts and theories to support
20 the alleged violations.

21 106. To date, neither Plaintiff nor Plaintiffs’ counsel has received a response to Plaintiff’s
22 written PAGA notice from the LWDA.

23 107. Within 33 calendar days of the postmark date of the notice sent by Plaintiff, neither
24 Plaintiff nor Plaintiff’s counsel has received written notice by certified mail from any defendant
25 providing a description of any actions taken to cure the alleged violations.

26 108. Now that at least 65 days have passed from Plaintiffs notifying Defendants of these
27 violations, without notice of cure from Defendants or notice from the LWDA of its intent to investigate
28

the alleged allegations and issue the appropriate citations to Defendants, Plaintiffs exhausted all prerequisites and commenced this civil action under Labor Code section 2699 *et seq.*

109. As set forth in the PAGA Notices incorporated into this Complaint, Defendants committed the following violations and are liable for all corresponding civil penalties:

- a. ***Unpaid Hours Worked/Minimum Wage.*** Violation of Labor Code §§ 1194, 1197, 1198; IWC Wage Orders.
- b. ***Unpaid Overtime.*** Violation of Labor Code §§ 510, 1194, 1198; IWC Wage Orders.
- c. ***Unpaid Paid Sick Leave.*** Violation of Labor Code §§ 246 through 248.7.
- d. ***Unpaid Meal Period Premium Wages.*** Violation of Labor Code §§ 226.7, 512, 1198; IWC Wage Orders.
- e. ***Unpaid Rest Period Premium Wages.*** Violation of Labor Code §§ 226.7, 516, 1198; IWC Wage Orders.
- f. ***Untimely Payment of Wages During Employment.*** Violation of Labor Code §§ 204, 204b, 210.
- g. ***Untimely Payment of Wages Upon Separation of Employment.*** Violation of Labor Code §§ 201, 202, 203, 256.
- h. ***Non-Compliant Wage Statements.*** Violation of Labor Code §§ 226, 226.3.
- i. ***Unreimbursed Employee Expenses.*** Violation of Labor Code §§ 2802, 2804.
- j. ***Failure to Maintain Accurate Records.*** Violation of Labor Code § 1174; IWC Wage Orders.\
- k. ***Retaliation.*** Violation of Labor Code § 1174; IWC Wage Orders.
- l. ***Misclassification of Employment.*** Violation of Labor Code § 515(a) and Wage Order 4
- m. ***Unlawful Employment Agreements.*** Violation of Labor Code § 432.5.

110. Plaintiffs seeks to collect all recoverable civil penalties for the Labor Code violations alleged in this Complaint and the PAGA notice (including amendments thereto) against Defendants

pursuant to Labor Code section 2699(a) and (f), in addition to attorneys' fees, costs, and interest to the extent permitted by law, including under Labor Code section 2699(k).

PRAYER

Plaintiffs pray for judgment as follows:

- a. For certification of this action as a class action;
- b. For appointment of Plaintiffs as the class representatives;
- c. For appointment of above-captioned counsel for Plaintiffs as Class Counsel;
- d. For division of class members into appropriate classes and/or subclasses according to proof;
- e. For recovery of all statutory penalties and liquidated damages;
- f. For disgorgement of all amounts wrongfully obtained to the extent permitted by law;
- g. For restitution and injunctive relief;
- h. For attorneys' fees and costs of suit, including expert fees, to the extent permitted by law, including (without limitation) under Labor Code §§ 218.5, 226, 1194, 2802 and Code of Civil Procedure § 1021.5;
- i. For recovery of damages in amount according to proof;
- j. For all recoverable pre- and post-judgment interest; and
- k. For this action to be maintained as a representative action under the PAGA;
- l. For Plaintiffs and counsel of record to be provided with all enforcement capability as if the action were brought by the State of California or the California Division of Labor Enforcement;
- m. For recovery of all civil penalties and other recoverable amounts under the PAGA;
- n. For reasonable attorneys' fees and costs of suit, including expert fees, to the extent permitted by law, associated with the PAGA claims pursuant to Labor Code § 2699, and Code of Civil Procedure section 1021.5 and any other applicable sections; and
- o. For such other relief the Court deems just and proper.

1
2 Dated: March 31, 2026

Ferraro Vega Employment Lawyers, Inc.

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4 

Nicholas J. Ferraro

5 Lauren N. Vega

6 Rick Waltman

Ricardo De Leon

7 *Attorneys for Plaintiffs Juan Mota and Myriam Pineda*

EXHIBIT 1

Plaintiff Mota's Notice of Labor Code Violations

FERRARO VEGA

SAN DIEGO EMPLOYMENT LAWYERS

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January 15, 2026

NOTICE OF LABOR CODE VIOLATIONS CALIFORNIA LABOR CODE SECTIONS 2698 *et seq.*

VIA CERTIFIED U.S. MAIL

- *Electronic Return Receipt* -

NAP San Diego LLC
8701 Siempre Viva Road
San Diego, CA 92154

- *PAGA Notice & Filing Fee* -
Submitted electronically to the Labor and
Workforce Development Agency

Dear LWDA Officer and Company Representatives:

This letter serves as written notice under Labor Code section 2699.3 on behalf of **JUAN MOTA** (“Claimant(s)”) and all other “aggrieved employees” of the following “Defendant(s)”:

NAP SAN DIEGO LLC

Defendant(s) shall mean and include the foregoing in addition to any other related employer entities, individuals under Labor Code sections 558 and 558.1, and all others who may be later added upon further investigation and discovery as liable employers.

This office serves as legal counsel for Claimant. If the California Labor and Workforce Development Agency (“LWDA”) does not investigate the facts, allegations, and violations set forth in this notice within the statutorily prescribed 65-day period under Labor Code section 2699.3, Claimant intends to commence a civil action against Defendants as a proxy and agent of the State of California under the Private Attorneys General Act (“PAGA”). “PAGA allows an ‘aggrieved employee’—a person affected by at least one Labor Code violation committed by an employer—to pursue penalties for all the Labor Code violations committed by that employer.” *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745, 751; *Kim v. Reins International California, Inc.* (2020) 9 Cal.5th 73, 79. Claimant maintains standing to pursue these claims against Defendants as an aggrieved employee.

Through this notice, Claimant requests that Defendants complete an internal investigation and audit of the wage and hour and employment practices at issue and make a good faith effort to correct any violations. Claimant attempts to identify the non-compliant policies and practices affecting the aggrieved employees so that the parties may resolve the underlying damages and penalties in judgment or settlement approved by the Superior Court of California under Labor Code section 2699(s). Defendants are notified that any attempt to resolve this case should be conducted in coordination with Claimant's counsel to protect the interests of Claimant, the aggrieved employees, and the State of California via the LWDA. Claimant advises Defendants this letter should be also considered a reasonable attempt at settlement of this matter, subject to an exchange of additional documents and information. *Graham v. Daimler Chrysler Corp.* (2004) 24 Cal.4th 553, 561.

- BACKGROUND -

Defendants employed Claimant during the PAGA Period in the position of Shipping Manager from about 2005 to October 2025. During their employment Claimant and the other aggrieved employees were subject to the wage and hour and employment protections set forth in the California Labor Code and IWC Wage Orders.

Through this notice, Claimant informs the LWDA of the Labor Code violations set forth herein. The "aggrieved employees" include Claimant and the following individuals:

All current and former non-exempt employees who worked for Defendants in the State of California during one-year period preceding the date of this notice through the current date and the date of trial in any pending action (the "aggrieved employees" and the "PAGA Period").

Claimant reserves the right to expand or narrow the definition of the "aggrieved employees" in the forthcoming civil action. Furthermore, Claimant seeks all recoverable civil penalties for Defendants' violations and reserves the right to supplement this notice as further investigation is completed and further facts, witnesses, and violations are uncovered.

- PAGA CLAIMS -

Misclassification of Employment **Violation of Labor Code § 515(a) and Wage Order 4**

Defendants violated Labor Code § 515(a) and Wage Order 4 with respect to the aggrieved employees.

Labor Code § 515(a) states that the Industrial Welfare Commission may establish exemptions from the requirement that an overtime rate of compensation be paid pursuant to Sections 510 and 511 for executive, administrative, and professional employees, if the employee is primarily engaged in the duties that meet the test of the exemption, customarily and regularly exercises discretion and independent judgment in performing those duties, and earns a monthly salary equivalent to no less than two times the state minimum wage for full-time employment.

Defendants misclassified Plaintiff and the aggrieved employees as exempt when they did not meet the requirements of the applicable California Wage Order and Labor Code section 515(a). Specifically, Plaintiff and the aggrieved employees' job duties failed to satisfy the test for administrative exemptions.

Their duties did not include performing office or non-manual work directly related to the management or general business operation of Defendants or their customers. Plaintiff's primary duties included scanning and printing invoices, writing driver reports, assisting with dispatch by checking in with drivers along their routes, and providing transportation to and from mechanic shops when trucks required work. None of these job duties allowed Plaintiff to exercise independent discretion with respect to non-routine tasks. Instead, most of Plaintiff's duties included manual and clerical work which supports Plaintiff's non-exempt status. In fact, Plaintiff worked in the same position for several years as a non-exempt employee. However, later in his employment, Defendants misclassified Plaintiff as exempt and ceased payment for overtime hours and meal and rest period premiums among other non-exempt requirements.

To the extent that Plaintiff worked more than 8 hours in one day or 40 hours in one week, Plaintiff should have been paid overtime wages. Additionally, to the extent that Plaintiff worked through those weeks without meal or rest periods, Plaintiff was entitled to meal and rest period premiums. Defendants failed to compensate Plaintiff for all overtime wages, meal period and rest premiums owed as a result of Defendants' misclassification.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, as provided under Labor Code § 515(a) and Wage Order 4 along with all other civil penalties permitted by law.

Unpaid Hours Worked/Minimum Wage
Violation of Labor Code §§ 1194, 1197, 1198; IWC Wage Orders

Defendants violated Labor Code sections 1194, 1197, and 1198, along with the California Minimum Wage Order, the applicable local minimum wage ordinances, and the “Hours and Days of Work” and “Minimum Wages” sections of the applicable IWC Wage Orders with respect to the aggrieved employees.

Labor Code section 1194 renders it unlawful for an employee to receive less than the legal minimum wage for hours worked in California. Labor Code section 1197 further mandates that “[t]he minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful.” Labor Code section 1198 renders “employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]” unlawful. The California Minimum Wage Order and the applicable sections of the IWC Wage Orders further require payment of minimum wages for all hours worked. The “Minimum Wages” sections of the applicable IWC Wage Order provide that “[e]very employer shall pay to each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, whether the remuneration is measured by time, piece, commission, or otherwise.” The foregoing California wage laws require payment of “not less than the applicable minimum wage for all hours worked in the payroll period” and California law does not allow averaging of pay over the hours worked in the pay period, even if the total pay results in an average above the minimum wage. *Armenta v. Osmose, Inc.* (2005) 135 Cal.App.3d 314, 324.

Defendants failed to pay Plaintiff and the aggrieved employees at the lawful minimum wage rate for all hours worked, resulting in unpaid minimum wages. Specifically, Defendants sometimes failed to pay Plaintiff and the aggrieved employees for each hour worked due to enforcing off-the-clock work. For example, Defendants sometimes required Plaintiff to complete reports at home, off-the-clock. Additionally, Defendants sometimes interrupted Plaintiff and the aggrieved employees’ unpaid meal periods with requests to complete forms and attend meetings.

Furthermore, Defendant required Plaintiff to be available throughout the night for overnight truck drivers who required assistance. On these occasions, Defendants required Plaintiff to advise the overnight drivers on updated routes or in solving other unexpected problems. These occasions occurred while Plaintiff was at home, off-the-clock. Therefore, these hours were not compensated.

On these occasions, Defendants failed to pay Plaintiff for the additional hours of work completed which resulted in unpaid hours worked.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Unpaid Overtime
Violation of Labor Code §§ 510, 1194, 1198; IWC Wage Orders

Defendants violated Labor Code sections 510, 1194, and 1198, along with the “Hours and Days of Work” sections of the applicable IWC Wage Orders with respect to the aggrieved employees.

Labor Code section 510 requires “[a]ny work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee;” and “any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee;” and “any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.” Labor Code section 1194 renders it unlawful for an employee to receive less than the legal overtime rate for overtime hours worked in California. Labor Code section 1198 renders “employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]” unlawful. The IWC Wage Orders further require payment of overtime wages for all overtime hours worked, including the “Hours and Days of Work” sections.

Defendants failed to pay Plaintiff and the aggrieved employees overtime wages and the lawful rate of pay for overtime hours worked, resulting in unpaid overtime wages. Specifically, Defendants sometimes interrupted Plaintiff’s thirty-minute unpaid meal periods. For example, Defendants sometimes demanded Plaintiff to attend meetings during his meal periods. On these occasions, Defendants did not include these minutes worked during unpaid meal periods as hours worked. Additionally, Defendants sometimes required Plaintiff to be available throughout the night as a point person for the overnight truckers. This time was not included on Plaintiff’s timesheets and went uncompensated. These instances sometimes resulted in more than 8 hours worked in a day or 40 in a week. However, because the minutes were not accounted for, Plaintiff and the aggrieved employees suffered unpaid overtime wages.

Additionally, to the extent that Plaintiff worked more than 8 hours in one day or 40 hours in one week during the weeks he was misclassified, Defendants failed to pay Plaintiff for these overtime hours. This error resulted in underpaid overtime wages.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Unpaid Paid Sick Leave
Violation of Labor Code §§ 246 through 248.7

Defendants violated Labor Code sections 246 through 248.7 with respect to the aggrieved employees.

Labor Code section 246 requires employers to provide paid sick leave to its workforce on the terms set forth in the statute. Employers must comply with the accrual, use, and notice provisions of Labor Code sections 246, 246.5, 247, and must further ensure that they maintain the paid sick leave records required by Labor Code section 247.5. Employers have the option of providing 40 hours of paid sick leave to employees or to allow employees to accrue paid sick leave each pay period. If an employer chooses the accrual method, employees must accrue sick leave at a rate of one hour for every thirty hours worked in a given pay period as set forth in Labor Code section 246(b)(1). Under the accrual method, employees must begin accruing paid sick leave at the commencement of employment.

Employers must pay sick leave in accordance with one of the three permissible methods provided in Labor Code section 246(l): (1) “the same manner as the regular rate of pay for the workweek;” (2) “by dividing the employee’s total wages, not including overtime premium pay, by the employee’s total hours worked in the full pay periods of the prior 90 days;” or (3) “for exempt employee ... in the same manner as the employer calculates wages for other forms of paid leave time.” Labor Code sections 248.6 and 248.7 similarly require paid sick leave to be paid at a regular rate-based calculation in excess of the base hourly rate and at the lawful accrual rate.

Under Labor Code section 246(i), employers must provide employees “with written notice of the amount of paid sick leave available ... for use on either the employee’s itemized wage statement ... or in a separate writing provided on the designated pay date with the employee’s payment of wages.”

Defendants failed to comply with California’s paid sick leave laws with respect to the aggrieved employees. As a result of the off-the-clock work Defendants’ enforced, Defendants sometimes failed to account for each hour of paid sick leave earned. This practice resulted in the underpayment of paid sick leave.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Unpaid Meal Period Premium Wages
Violation of Labor Code §§ 226.7, 512, 1198; IWC Wage Orders

Defendants violated Labor Code sections 226.7, 512, and 1198, along with the related sections of the IWC Wage Orders with respect to the aggrieved employees.

Labor Code section 512 and the IWC Wage Orders require that employers provide an uninterrupted 30-minute meal period after no more than five hours of work and a second meal period after no more than 10 hours of work. *See Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1049. Labor Code section 226.7 requires that if a meal period is late, missed, short, or interrupted, the employer must pay one additional hour of pay at the employee's "regular rate" of compensation. *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal.5th 858, 862 ("We hold that the terms are synonymous: "regular rate of compensation" under section 226.7(c), like "regular rate of pay" under section 510(a), encompasses all nondiscretionary payments, not just hourly wages"). "[T]ime records showing noncompliant meal periods raise a rebuttable presumption of meal period violations, including at the summary judgment stage." *Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58, 61. Labor Code section 1198 renders "employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]" unlawful. The IWC Wage Orders, including Section 11 (Meal Periods), further require one uninterrupted 30-minute meal period after no more than five hours of work and a second meal period after no more than 10 hours of work and an additional hour of pay at the employee's regular rate of compensation for each workday that a compliant meal period is not provided. Pursuant to Section 11(A) of the IWC Wage Orders, the California Supreme Court has held that the on-duty meal period exception is "exceedingly narrow" and applies only when (1) "the nature of the work prevents the employee from being relieved of all duty" and (2) *both* "the employer and employee have agreed, in writing, to the on-duty meal period." *Augustus v. AMB Security Services, Inc.* (2016) 2 Cal.5th 257, 266-276 (emphasis added). If these two requirements are not met, then the employer owes the employee one hour of premium pay for each non-compliant meal period taken under the purported on-duty meal arrangement. *Naranjo v. Spectrum Security Services, Inc.* (2019) 40 Cal.5th 444, 459.

Plaintiff and the aggrieved employees experienced missed, late, short, and interrupted meal periods to keep up with the high demands of the job. For example, Defendants occasionally interrupted Plaintiff and the aggrieved employees' meal periods. Specifically, Plaintiff recalls multiple instances where he was pulled into meetings or forced to address urgent matters while taking a meal break. Upon information and belief, other aggrieved employees received similar interruptions during their meal periods.

Additionally, to the extent that Plaintiff worked through workdays without meal periods as a result of Defendants' misclassification, he was owed meal period premiums. However, Defendants failed to provide any meal period premiums resulting in unpaid premium wages.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Unpaid Rest Period Premium Wages
Violation of Labor Code §§ 226.7, 516, 1198; IWC Wage Orders

Defendants violated Labor Code sections 226.7, 516, and 1198, and the related sections of the IWC Wage Orders with respect to Plaintiff and the aggrieved employees.

Labor Code sections 226.7 and 516 and the IWC Wage Orders require that employers authorize and permit an uninterrupted 10-minute rest period for each four-hour period (or major fraction thereof) that an employee works. Labor Code section 226.7 requires that if a rest period is non-compliant, the employer must pay one additional hour of pay at the employee's "regular rate" of compensation. *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal.5th 858, 862 ("We hold that the terms are synonymous: "regular rate of compensation" under section 226.7(c), like "regular rate of pay" under section 510(a), encompasses all nondiscretionary payments, not just hourly wages"). Labor Code section 1198 renders "employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]" unlawful. The IWC Wage Orders, including Section 12 (Rest Periods), further require one uninterrupted 10-minute rest period for each four-hour period (or major fraction thereof) worked and an additional hour of pay at the employee's regular rate of compensation for each workday that a compliant rest period is not authorized or permitted.

To the extent that Plaintiff worked through workdays without rest periods as a result of Defendants' misclassification, he was owed rest period premiums. However, Defendants failed to provide any meal period premiums resulting in unpaid premium wages.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Retaliation
Violation of Labor Code § 1102.5

Defendants violated Labor Code section 1102.5 by retaliating against Plaintiff and potentially others due to their protected complaints of Labor Code violations listed above.

Plaintiff raised the company's failure to address unsafe working conditions, unpaid hours, and non-compliant breaks to the Human Resources department on or around October 2025. Although he was assured that his complaints would be addressed, Plaintiff was terminated shortly thereafter. Plaintiff believes and thereon alleges that he and other employees were forced out of the company for opposing Defendants' unlawful practices.

Defendants are liable for a \$10,000 penalty with respect to Plaintiff and for each aggrieved employee who Defendants similarly retaliated against.

Untimely Payment of Wages During Employment
Violation of Labor Code §§ 204, 204b, 210

Defendants violated Labor Code sections 204 and/or 204b and 210, as applicable, with respect to Plaintiff and the aggrieved employees.

Labor Code section 204(a) requires payment of “all wages” for non-exempt employees at least twice each calendar month. Labor Code section 204(d) states all wages due must be paid “not more than seven calendar days following the close of the payroll period.” Labor Code section 204b applies to employees paid on a weekly basis and also requires the payment for all labor within the required pay periods. Labor Code section 210 provides “every person who fails to pay the wages of an employee as provided in Section ... 204 ... shall be subject to a civil penalty” of \$100 for an initial violation and \$200 plus 25% of the amount unlawfully withheld for a subsequent violation.

Because Defendants failed to pay all wages and premiums in each pay period in which such wages were earned at the lawful rate, Defendants violated Labor Code section 204 and/or 204b (for weekly employees, as applicable). Defendants violated Labor Code sections 204 and 204b by failing to pay all wages and premiums owed on the regular pay days scheduled each pay period within seven calendar days of the close of the payroll period, as a result of the policies and practices set forth in this notice.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Untimely Payment of Wages Upon Separation of Employment
Violation of Labor Code §§ 201, 202, 203, 256

Defendants violated Labor Code sections 201, 202, and 203 with respect to the aggrieved employees by failing to pay all wages and premiums owed upon termination of employment.

Labor Code section 201 requires that if an employer fires an employee, the wages must be paid immediately. Labor Code section 202 requires that if an employee quits without providing 72 hours’ notice, his or her wages must be paid no later than 72 hours thereafter. Labor Code section 202 states that if an employee provides 72 hours’ notice, the final wages are payable upon his or her final day of employment. Labor Code section 203 requires an employer who fails to comply with Labor Code sections 201 or 202 to pay a waiting time penalty for each employee, up to a period of 30 days additional compensation.

Defendants failed to pay all wages and premiums owed to aggrieved employees during their employment as set forth in this notice, and also failed to timely pay those amounts to departing employees upon separation of employment. Defendants did not pay waiting time penalties for the late payments. As a result, Defendants violated Labor Code sections 201, 202, and 203.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Non-Compliant Wage Statements **Violation of Labor Code §§ 226, 226.3**

Defendants violated Labor Code sections 226(a) and 226.3 with respect to the aggrieved employees by failing to furnish itemized wage statements each pay period that accurately list all information required by Labor Code section 226(a)(1) through (9).

Labor Code section 226(a) requires an employer to furnish wage statements to employees semimonthly or at the time of each payment of wages, “an accurate itemized statement in writing showing:” (1) gross wages earned, (2) total hours worked, (3) the number of piece rate units earned and applicable piece-rate in effect, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the pay period, (7) the name of the employee and last four digits of SSN or an EIN, (8) the name and address of the legal name of the employer, and (9) all applicable hourly rates in effect during the pay period and the number of hours worked at each hourly rate by the employee.

Defendants failed to provide accurate itemized wage statements to the aggrieved employees each pay period as a result of the policies and practices set forth in this notice. Defendants violated Labor Code section 226(a)(1) and (5) by not listing the correct “gross wages earned” or “net wages earned,” as the employees earned wages and premiums that were not paid, resulting in an inaccurate reflection, and recording of “gross wages earned” on those wage statements. Likewise, in violation of Labor Code section 226(a)(9), Defendants failed to state on employee wage statements each pay period the applicable hourly rates in effect and the number of hours worked at that rate, as Defendants failed to pay all wages and premiums owed to employees. The amounts stated are instead depreciated and underpaid, resulting in an inaccurate reflection on the pay stub.

Plaintiff and other aggrieved employees cannot promptly and easily determine from the wage statement alone the wages paid or earned without reference to other documents or information. Indeed, these wage statement violations are significant because they sow confusion among Plaintiff and other aggrieved employees with respect to what amounts were owed and paid, at what rates, the number of hours worked, and how those amounts

were or should be calculated. The wage statements reflect a false statement of earnings and concealed the underlying problems and underpayments of employee wages.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Unreimbursed Employee Expenses **Violation of Labor Code §§ 2802, 2804**

Defendants violated Labor Code section 2802 with respect to the aggrieved employees by failing to reimburse the aggrieved employees for all necessary expenditures or losses incurred as part of their job duties.

Labor Code section 2802 requires an employer to “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.” *See, e.g., Espinoza v. West Coast Tomato Growers, LLC*, 2016 WL 4468175 at *4, n.2 (S.D. Cal. Aug. 24, 2016, No. 14-CV-2984 W (KSC)).

Labor Code section 2804 affirms that “[a]ny contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof, is null and void, and this article shall not deprive any employee or his personal representative of any right or remedy to which he is entitled under the laws of this State.”

Defendants required Plaintiff and the aggrieved employees to incur costs for work-related purposes without full reimbursement. In direct consequence of their job duties, Plaintiff and the aggrieved employees unavoidably and necessarily incurred these losses, expenditures, costs, and as a matter of policy and practice. Specifically, Defendants required Plaintiff and the aggrieved employees to use their personal cell phones for internal phone calls. For example, Defendants required Plaintiff to be available at home to take calls from overnight truck drivers. These phone calls required Plaintiff to use his personal cell phone.

Additionally, Defendants required Plaintiff and the aggrieved employees to complete electronic reports. However, Defendants did not provide a laptop, tablet, or phone for Plaintiff to complete these reports on. Instead, Defendants expected Plaintiff to furnish his own electronics to complete job duties. Furthermore, Defendants did not reimburse Plaintiff or the aggrieved employees for internet related expenses incurred when completing work at home. As a result, Plaintiff and the aggrieved employees were often subjected to technology related expenses in connection with their job duties. However, Defendants failed to reimburse these expenses and instead, expected Plaintiff and the aggrieved employees to incur these costs on their own.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Failure to Maintain Accurate Records
Violation of Labor Code § 1174; IWC Wage Orders

Defendants violated Labor Code sections 1174 and the IWC Wage Orders by failing to maintain accurate employee payroll records with respect to Plaintiff and other aggrieved employees.

Labor Code section 1174 requires that employers maintain accurate “payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments.” Section 7(A) of the IWC Wage Orders, which may be enforced through Labor Code section 1198, mandates similar recordkeeping obligations.

Because of the policies and practices set forth in this notice, including the failure to accurately account for wages earned or hours worked, Defendants failed to accurately maintain records in accordance with Labor Code section 1174 and the IWC Wage Orders.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Attorneys’ Fees and Costs
Labor Code § 2699(k)(1)

Plaintiff has been compelled to retain the services of counsel to protect the interests of other aggrieved employees and the State of California. Plaintiff continues to incur attorneys’ fees and costs, which are recoverable under California law, including Labor Code section 2699(k)(1).

- LITIGATION HOLD NOTICE -

This letter imposes a duty upon all defendants and their respective employees, officers, directors, executives, attorneys, human resource and payroll personnel, accountants, and other agents to preserve all physical and electronic evidence, including electronically stored information and emails, which relate to the employment of Plaintiff and the aggrieved employees specified in this notice. Evidence includes, but is not limited to, Defendants’ written employment and payroll policies and handbooks; the aggrieved employees’ personnel files and payroll records, such as paystubs, time records, wage statements, compensation reports, as well as the underlying electronic data in Excel or similar format. Memoranda and internal and external correspondence relating to the subject matter of this notice shall also

be maintained. Failure to preserve and retain relevant evidence may constitute spoliation of evidence and result in an adverse inference or sanctions.

If you have any questions regarding the scope of your obligations to preserve evidence, please consult your legal counsel and always err on the side of caution. Periodic or regularly scheduled purges or deletions of information covered by this hold must be suspended immediately.

- CONCLUSION -

If the LWDA does not pursue enforcement, Plaintiff intends to bring representative claims on behalf of the State of California and the aggrieved employees seeking civil penalties for violations of the Labor Code and the IWC Wage Orders, along with attorneys' fees, costs, interest, and other appropriate relief.

Please advise if the LWDA intends to investigate any of the factual or legal allegations set forth in this notice. Defendants may contact Plaintiff's counsel with any questions regarding this letter or the forthcoming lawsuit.

Sincerely,

Ricardo De Leon

Ricardo De Leon

Cc Plaintiff Juan Mota
HR Representative, Amy Fuentes - AmyF@colauto.com

EXHIBIT 2

Plaintiff Pineda's Notice of Labor Code Violations

FERRARO VEGA

SAN DIEGO EMPLOYMENT LAWYERS

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ferrarovega.com

January 12, 2026

NOTICE OF LABOR CODE VIOLATIONS CALIFORNIA LABOR CODE SECTIONS 2698 *et seq.*

VIA CERTIFIED U.S. MAIL

- *Electronic Return Receipt* -

NAP San Diego LLC
8701 Siempre Viva Road
San Diego, CA 92154

- *PAGA Notice & Filing Fee* -
Submitted electronically to the Labor and
Workforce Development Agency

Dear LWDA Officer and Company Representatives:

This letter serves as written notice under Labor Code section 2699.3 on behalf of **MYRIAM PINEDA** ("Plaintiff(s)") and all other "aggrieved employees" of the following "Defendant(s)":

NAP SAN DIEGO LLC

Defendant(s) shall mean and include the foregoing in addition to any other related employer entities, individuals under Labor Code sections 558 and 558.1, and all others who may be later added upon further investigation and discovery as liable employers.

This office serves as legal counsel for Plaintiff. If the California Labor and Workforce Development Agency ("LWDA") does not investigate the facts, allegations, and violations set forth in this notice within the statutorily prescribed 65-day period under Labor Code section 2699.3, Plaintiff intends to commence a civil action against Defendants as a proxy and agent of the State of California under the Private Attorneys General Act ("PAGA"). "PAGA allows an 'aggrieved employee'—a person affected by at least one Labor Code violation committed by an employer—to pursue penalties for all the Labor Code violations committed by that employer." *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745, 751; *Kim v. Reins International California, Inc.* (2020) 9 Cal.5th 73, 79. Plaintiff maintains standing to pursue these claims against Defendants as an aggrieved employee.

Through this notice, Plaintiff requests that Defendants complete an internal investigation and audit of the wage and hour and employment practices at issue and make a good faith effort to correct any violations. Plaintiff attempts to identify the non-compliant policies and practices affecting the aggrieved employees so that the parties may resolve the underlying damages and penalties in judgment or settlement approved by the Superior Court of California under Labor Code section 2699(s). Defendants are notified that any attempt to resolve this case should be conducted in coordination with Plaintiff's counsel to protect the interests of Plaintiff, the aggrieved employees, and the State of California via the LWDA. Plaintiff advises Defendants this letter should be also considered a reasonable attempt at settlement of this matter, subject to an exchange of additional documents and information. *Graham v. Daimler Chrysler Corp.* (2004) 24 Cal.4th 553, 561.

- BACKGROUND -

Defendants employed Plaintiff during the PAGA Period in the position of HR / Payroll Assistant from about February 2025 to Present. During their employment Plaintiff and the other aggrieved employees were subject to the wage and hour and employment protections set forth in the California Labor Code and IWC Wage Orders.

Through this notice, Plaintiff informs the LWDA of the Labor Code violations set forth herein. The "aggrieved employees" include Plaintiff and the following individuals:

All current and former non-exempt employees who worked for Defendants in the State of California during one-year period preceding the date of this notice through the current date and the date of trial in any pending action (the "aggrieved employees" and the "PAGA Period").

Plaintiff reserves the right to expand or narrow the definition of the "aggrieved employees" in the forthcoming civil action. Furthermore, Plaintiff seeks all recoverable civil penalties for Defendants' violations and reserves the right to supplement this notice as further investigation is completed and further facts, witnesses, and violations are uncovered.

- PAGA CLAIMS -
Misclassification of Employment
Violation of Labor Code § 515(a) and Wage Order 4

Defendants violated Labor Code § 515(a) and Wage Order 4 with respect to the aggrieved employees.

Labor Code § 515(a) states that the Industrial Welfare Commission may establish exemptions from the requirement that an overtime rate of compensation be paid pursuant to Sections 510 and 511 for executive, administrative, and professional employees, if the employee is primarily engaged in the duties that meet the test of the exemption, customarily and regularly exercises discretion and independent judgment in performing those duties, and earns a monthly salary equivalent to no less than two times the state minimum wage for full-time employment.

Defendants misclassified Plaintiff as exempt for the first several weeks of her employment. Plaintiff worked as a Payroll Assistant and did not meet the test of any exemption. To the extent that Plaintiff worked more than 8 hours in one day or 40 hours in one week, Plaintiff should have been paid overtime wages. Additionally, to the extent that Plaintiff worked through those weeks without meal or rest periods, Plaintiff was entitled to meal and rest period premiums. Although Defendants eventually corrected this mistake by reclassifying Plaintiff as non-exempt, they failed to compensate Plaintiff for all overtime wages, meal period and rest premiums owed as a result of Defendants' misclassification.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, as provided under Labor Code § 515(a) and Wage Order 4 along with all other civil penalties permitted by law.

Unpaid Hours Worked/Minimum Wage
Violation of Labor Code §§ 1194, 1197, 1198; IWC Wage Orders

Defendants violated Labor Code sections 1194, 1197, and 1198, along with the California Minimum Wage Order, the applicable local minimum wage ordinances, and the "Hours and Days of Work" and "Minimum Wages" sections of the applicable IWC Wage Orders with respect to the aggrieved employees.

Labor Code section 1194 renders it unlawful for an employee to receive less than the legal minimum wage for hours worked in California. Labor Code section 1197 further mandates that "[t]he minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful." Labor Code section 1198 renders "employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]" unlawful. The California Minimum Wage Order and the applicable sections of the IWC Wage Orders further require payment of minimum wages for all hours worked.

The “Minimum Wages” sections of the applicable IWC Wage Order provide that “[e]very employer shall pay to each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, whether the remuneration is measured by time, piece, commission, or otherwise.” The foregoing California wage laws require payment of “not less than the applicable minimum wage for all hours worked in the payroll period” and California law does not allow averaging of pay over the hours worked in the pay period, even if the total pay results in an average above the minimum wage. *Armenta v. Osmose, Inc.* (2005) 135 Cal.App.3d 314, 324.

Defendants failed to pay Plaintiff and the aggrieved employees at the lawful minimum wage rate for all hours worked, resulting in unpaid minimum wages. Specifically, Defendants sometimes failed to pay Plaintiff and the aggrieved employees for each hour worked due to enforcing off-the-clock work. For example, Defendants sometimes required Plaintiff to complete reports during her thirty-minute unpaid meal period without allowing Plaintiff to log the time worked. On these occasions, Defendants failed to pay Plaintiff for the additional minutes of work completed which resulted in unpaid hours worked.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Unpaid Overtime **Violation of Labor Code §§ 510, 1194, 1198; IWC Wage Orders**

Defendants violated Labor Code sections 510, 1194, and 1198, along with the “Hours and Days of Work” sections of the applicable IWC Wage Orders with respect to the aggrieved employees.

Labor Code section 510 requires “[a]ny work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee;” and “any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee;” and “any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.” Labor Code section 1194 renders it unlawful for an employee to receive less than the legal overtime rate for overtime hours worked in California. Labor Code section 1198 renders “employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]” unlawful. The IWC Wage Orders further require payment of overtime wages for all overtime hours worked, including the “Hours and Days of Work” sections.

Defendants failed to pay Plaintiff and the aggrieved employees overtime wages and the lawful rate of pay for overtime hours worked, resulting in unpaid overtime wages.

Defendants sometimes interrupted Plaintiff's thirty-minute unpaid meal period but did not allow Plaintiff to clock in during these interruptions. For example, Defendants sometimes demanded Plaintiff to complete reports during her meal period. On these occasions, Plaintiff did not clock back into work until 30 minutes after she originally clocked out. These instances sometimes resulted in more than 8 hours worked in a day or 40 in a week. However, because the minutes were not accounted for, Plaintiff and the aggrieved employees suffered unpaid overtime wages.

Additionally, to the extent that Plaintiff worked more than 8 hours in one day or 40 hours in one week during the weeks she was misclassified, Defendants failed to pay Plaintiff for these overtime hours. This error resulted in underpaid overtime wages.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Unpaid Paid Sick Leave **Violation of Labor Code §§ 246 through 248.7**

Defendants violated Labor Code sections 246 through 248.7 with respect to the aggrieved employees.

Labor Code section 246 requires employers to provide paid sick leave to its workforce on the terms set forth in the statute. Employers must comply with the accrual, use, and notice provisions of Labor Code sections 246, 246.5, 247, and must further ensure that they maintain the paid sick leave records required by Labor Code section 247.5. Employers have the option of providing 40 hours of paid sick leave to employees or to allow employees to accrue paid sick leave each pay period. If an employer chooses the accrual method, employees must accrue sick leave at a rate of one hour for every thirty hours worked in a given pay period as set forth in Labor Code section 246(b)(1). Under the accrual method, employees must begin accruing paid sick leave at the commencement of employment.

Employers must pay sick leave in accordance with one of the three permissible methods provided in Labor Code section 246(l): (1) "the same manner as the regular rate of pay for the workweek;" (2) "by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days;" or (3) "for exempt employee ... in the same manner as the employer calculates wages for other forms of paid leave time." Labor Code sections 248.6 and 248.7 similarly require paid sick leave to be paid at a regular rate-based calculation in excess of the base hourly rate and at the lawful accrual rate.

Under Labor Code section 246(i), employers must provide employees "with written notice of the amount of paid sick leave available ... for use on either the employee's itemized wage

statement ... or in a separate writing provided on the designated pay date with the employee's payment of wages.”

Defendants failed to comply with California's paid sick leave laws with respect to the aggrieved employees. As a result of the off-the-clock work Defendants' enforced, Defendants sometimes failed to account for each hour of paid sick leave earned. This practice resulted in the underpayment of paid sick leave.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Unpaid Meal Period Premium Wages
Violation of Labor Code §§ 226.7, 512, 1198; IWC Wage Orders

Defendants violated Labor Code sections 226.7, 512, and 1198, along with the related sections of the IWC Wage Orders with respect to the aggrieved employees.

Labor Code section 512 and the IWC Wage Orders require that employers provide an uninterrupted 30-minute meal period after no more than five hours of work and a second meal period after no more than 10 hours of work. *See Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1049. Labor Code section 226.7 requires that if a meal period is late, missed, short, or interrupted, the employer must pay one additional hour of pay at the employee's "regular rate" of compensation. *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal.5th 858, 862 ("We hold that the terms are synonymous: "regular rate of compensation" under section 226.7(c), like "regular rate of pay" under section 510(a), encompasses all nondiscretionary payments, not just hourly wages"). "[T]ime records showing noncompliant meal periods raise a rebuttable presumption of meal period violations, including at the summary judgment stage." *Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58, 61. Labor Code section 1198 renders "employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]" unlawful. The IWC Wage Orders, including Section 11 (Meal Periods), further require one uninterrupted 30-minute meal period after no more than five hours of work and a second meal period after no more than 10 hours of work and an additional hour of pay at the employee's regular rate of compensation for each workday that a compliant meal period is not provided. Pursuant to Section 11(A) of the IWC Wage Orders, the California Supreme Court has held that the on-duty meal period exception is "exceedingly narrow" and applies only when (1) "the nature of the work prevents the employee from being relieved of all duty" and (2) *both* "the employer and employee have agreed, in writing, to the on-duty meal period." *Augustus v. AMB Security Services, Inc.* (2016) 2 Cal.5th 257, 266-276 (emphasis added). If these two requirements are not met, then the employer owes the employee one hour of premium pay for each non-compliant meal period taken under the purported on-duty meal arrangement. *Naranjo v. Spectrum Security Services, Inc.* (2019) 40 Cal.5th 444, 459.

Plaintiff and the aggrieved employees experienced missed, late, short, and interrupted meal periods to keep up with the high demands of the job. For example, Plaintiff would routinely work more than five hours without being relieved of her responsibilities to take a meal period. Plaintiff's time records show numerous examples of her working over five hours without a meal period. For example, on April 1, 2025, Plaintiff worked more than five hours and thirty minutes without a meal period. Plaintiff's corresponding wage statement, dated April 18, 2025, shows that she was not paid a meal period premium for the noncompliant meal periods in the pay period. Upon information and belief, Plaintiff and the aggrieved employees did not sign meal period waivers.

MYRIAM R PINEDA

Employee ID10105

LocationSDO-HUM

Hourly\$33.65

Fed Taxable Income2,673.25

Fed Filing StatusS

State Filing StatusS-1

Check DateApril 18, 2025

Period BeginningMarch 30, 2025

Period EndingApril 12, 2025

Earnings Statement

Voucher Number2467

Net Pay2,139.50

Total Hours Worked76.7834

Earnings	Rate	Hours	Amount	YTD
OVERTIM	50.4809	0.10	5.05	43.75
REGULAR	33.6539	76.6834	2,580.70	8,621.48
SICK	33.6539	2.60	87.50	87.50
Gross Earnings		79.3834	2,673.25	8,752.73

Taxes	Amount	YTD
CA	102.74	303.89
CASDI-E	32.08	105.03
FITW	194.43	614.17
MED	38.76	126.91
SS	165.74	542.66
Taxes	533.75	1,692.66

Deductions	Amount	YTD
No Deductions		

Direct Deposits	Type Account	Amount
NAVY FEDERAL CREDIT UNION	C ***1633	2,139.50
Total Direct Deposits		2,139.50

	Available Plan Year	
Time Off	to Use	Used
Sick	4.90	2.60

Extract from Plaintiff's Wage Statement dated 4/18/2025

On other occasions, Defendants interrupted Plaintiff and the aggrieved employees' meal periods. Specifically, Plaintiff recalls some instances where during her meal period, an executive repeatedly contacted her to complete tasks on the executive's timeline without regard to Plaintiff's meal period. Upon information and belief, other aggrieved employees received similar interruptions during their meal periods.

Additionally, to the extent that Plaintiff worked through workdays without meal periods in the weeks that she was misclassified, she was owed meal period premiums. However, Defendants failed to provide any meal period premiums for those days resulting in unpaid premium wages.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Unpaid Rest Period Premium Wages
Violation of Labor Code §§ 226.7, 516, 1198; IWC Wage Orders

Defendants violated Labor Code sections 226.7, 516, and 1198, and the related sections of the IWC Wage Orders with respect to Plaintiff and the aggrieved employees.

Labor Code sections 226.7 and 516 and the IWC Wage Orders require that employers authorize and permit an uninterrupted 10-minute rest period for each four-hour period (or major fraction thereof) that an employee works. Labor Code section 226.7 requires that if a rest period is non-compliant, the employer must pay one additional hour of pay at the employee's "regular rate" of compensation. *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal.5th 858, 862 ("We hold that the terms are synonymous: "regular rate of compensation" under section 226.7(c), like "regular rate of pay" under section 510(a), encompasses all nondiscretionary payments, not just hourly wages"). Labor Code section 1198 renders "employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]" unlawful. The IWC Wage Orders, including Section 12 (Rest Periods), further require one uninterrupted 10-minute rest period for each four-hour period (or major fraction thereof) worked and an additional hour of pay at the employee's regular rate of compensation for each workday that a compliant rest period is not authorized or permitted.

For the same reasons Plaintiff and the aggrieved employees experienced non-compliant meal periods, they also experienced non-compliant rest periods. For example, Defendants failed to allow Plaintiff any rest periods for the first two weeks of her employment. Furthermore, Defendants discouraged Plaintiff and the aggrieved employees from taking breaks. Specifically, Plaintiff recalls an executive giving disapproving looks to Plaintiff when she attempted to take a break. Defendants' behavior regarding breaks resulted in Plaintiff and the aggrieved employees working through their days without breaks to avoid discouraging interactions.

Each time Plaintiff and the aggrieved employees experienced a non-compliant rest period, Defendants owed a rest period premium. As a matter of policy and practice, Defendants failed to pay all rest period premiums owed.

Additionally, to the extent that Plaintiff worked through workdays without rest periods in the weeks that she was misclassified, she was owed rest period premiums. However, Defendants failed to provide any meal period premiums for those days resulting in unpaid premium wages.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Untimely Payment of Wages During Employment
Violation of Labor Code §§ 204, 204b, 210

Defendants violated Labor Code sections 204 and/or 204b and 210, as applicable, with respect to Plaintiff and the aggrieved employees.

Labor Code section 204(a) requires payment of “all wages” for non-exempt employees at least twice each calendar month. Labor Code section 204(d) states all wages due must be paid “not more than seven calendar days following the close of the payroll period.” Labor Code section 204b applies to employees paid on a weekly basis and also requires the payment for all labor within the required pay periods. Labor Code section 210 provides “every person who fails to pay the wages of an employee as provided in Section ... 204 ... shall be subject to a civil penalty” of \$100 for an initial violation and \$200 plus 25% of the amount unlawfully withheld for a subsequent violation.

Because Defendants failed to pay all wages and premiums in each pay period in which such wages were earned at the lawful rate, Defendants violated Labor Code section 204 and/or 204b (for weekly employees, as applicable). Defendants violated Labor Code sections 204 and 204b by failing to pay all wages and premiums owed on the regular pay days scheduled each pay period within seven calendar days of the close of the payroll period, as a result of the policies and practices set forth in this notice.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Untimely Payment of Wages Upon Separation of Employment
Violation of Labor Code §§ 201, 202, 203, 256

Defendants violated Labor Code sections 201, 202, and 203 with respect to the aggrieved employees by failing to pay all wages and premiums owed upon termination of employment.

Labor Code section 201 requires that if an employer fires an employee, the wages must be paid immediately. Labor Code section 202 requires that if an employee quits without providing 72 hours’ notice, his or her wages must be paid no later than 72 hours thereafter. Labor Code section 202 states that if an employee provides 72 hours’ notice, the final wages are payable upon his or her final day of employment. Labor Code section 203 requires an employer who fails to comply with Labor Code sections 201 or 202 to pay a waiting time penalty for each employee, up to a period of 30 days additional compensation.

Defendants failed to pay all wages and premiums owed to aggrieved employees during their employment as set forth in this notice, and also failed to timely pay those amounts to departing employees upon separation of employment. Defendants did not pay waiting time

penalties for the late payments. As a result, Defendants violated Labor Code sections 201, 202, and 203.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Non-Compliant Wage Statements **Violation of Labor Code §§ 226, 226.3**

Defendants violated Labor Code sections 226(a) and 226.3 with respect to the aggrieved employees by failing to furnish itemized wage statements each pay period that accurately list all information required by Labor Code section 226(a)(1) through (9).

Labor Code section 226(a) requires an employer to furnish wage statements to employees semimonthly or at the time of each payment of wages, “an accurate itemized statement in writing showing:” (1) gross wages earned, (2) total hours worked, (3) the number of piece rate units earned and applicable piece-rate in effect, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the pay period, (7) the name of the employee and last four digits of SSN or an EIN, (8) the name and address of the legal name of the employer, and (9) all applicable hourly rates in effect during the pay period and the number of hours worked at each hourly rate by the employee.

Defendants failed to provide accurate itemized wage statements to the aggrieved employees each pay period as a result of the policies and practices set forth in this notice. Defendants violated Labor Code section 226(a)(1) and (5) by not listing the correct “gross wages earned” or “net wages earned,” as the employees earned wages and premiums that were not paid, resulting in an inaccurate reflection, and recording of “gross wages earned” on those wage statements. Likewise, in violation of Labor Code section 226(a)(9), Defendants failed to state on employee wage statements each pay period the applicable hourly rates in effect and the number of hours worked at that rate, as Defendants failed to pay all wages and premiums owed to employees. The amounts stated are instead depreciated and underpaid, resulting in an inaccurate reflection on the pay stub.

Plaintiff and other aggrieved employees cannot promptly and easily determine from the wage statement alone the wages paid or earned without reference to other documents or information. Indeed, these wage statement violations are significant because they sow confusion among Plaintiff and other aggrieved employees with respect to what amounts were owed and paid, at what rates, the number of hours worked, and how those amounts were or should be calculated. The wage statements reflect a false statement of earnings and concealed the underlying problems and underpayments of employee wages.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Unreimbursed Employee Expenses
Violation of Labor Code §§ 2802, 2804

Defendants violated Labor Code section 2802 with respect to the aggrieved employees by failing to reimburse the aggrieved employees for all necessary expenditures or losses incurred as part of their job duties.

Labor Code section 2802 requires an employer to “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.” See, e.g., *Espinoza v. West Coast Tomato Growers, LLC*, 2016 WL 4468175 at *4, n.2 (S.D. Cal. Aug. 24, 2016, No. 14-CV-2984 W (KSC)).

Labor Code section 2804 affirms that “[a]ny contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof, is null and void, and this article shall not deprive any employee or his personal representative of any right or remedy to which he is entitled under the laws of this State.”

Defendants required Plaintiff and the aggrieved employees to incur costs for work-related purposes without full reimbursement. In direct consequence of their job duties, Plaintiff and the aggrieved employees unavoidably and necessarily incurred these losses, expenditures, costs, and as a matter of policy and practice. Specifically, Defendants required Plaintiff and the aggrieved employees to use their personal cell phones for internal phone calls when the call-system was not working. As a result, Plaintiff and the aggrieved employees were often subjected to cell-phone related expenses in connection with their job duties. However, Defendants failed to reimburse these expenses and instead, expected Plaintiff and the aggrieved employees to incur these costs on their own.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Failure to Maintain Accurate Records
Violation of Labor Code § 1174; IWC Wage Orders

Defendants violated Labor Code sections 1174 and the IWC Wage Orders by failing to maintain accurate employee payroll records with respect to Plaintiff and other aggrieved employees.

Labor Code section 1174 requires that employers maintain accurate “payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments.” Section 7(A) of the IWC Wage Orders, which may be enforced through Labor Code section 1198, mandates similar recordkeeping obligations.

Because of the policies and practices set forth in this notice, including the failure to accurately account for wages earned or hours worked, Defendants failed to accurately maintain records in accordance with Labor Code section 1174 and the IWC Wage Orders.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Unlawful Employment Condition **Violation of Labor Code § 432.5**

Defendants violated Labor Code section 432.5 with respect to Plaintiff and other aggrieved employees by requiring that they agree to an unlawful term or condition in writing during their employment.

Labor Code section 432.5 states that “[n]o employer, or agent, manager, superintendent, or officer thereof, shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer, or agent, manager, superintendent, or officer thereof to be prohibited by law.”

Non-competition agreements are illegal under California law. Business and Professions Code 16600 provides that “every contract by which anyone is restrained from engaging in a lawful profession, trade, or business of any kind is to that extent void.” Defendants required that Plaintiff and the aggrieved employees sign non-solicitation agreements which acted as non-competition agreements because they restricted employees’ abilities to recruit former coworkers to new employment. This time of 24 months is an overbroad restriction and thus, unlawful. As such, Defendants violated California Labor Code section 432.5.

proceedings (including, without limitation, depositions in connection with such proceedings).

Employee non-solicitation. You agree that for a period of twenty-four (24) months immediately following the termination of your relationship with the Company for any reason, whether with or without cause, you shall not use any of the Company’s trade secrets or other confidential information to either directly or indirectly solicit, induce, recruit or encourage any of the Company’s employees or consultants to terminate their employment or consulting relationship with the Company or to become employed or engaged as a consultant by yourself or any third party.

Extract from Defendants’ Non-Solicitation Agreement

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Attorneys' Fees and Costs
Labor Code § 2699(k)(1)

Plaintiff has been compelled to retain the services of counsel to protect the interests of other aggrieved employees and the State of California. Plaintiff continues to incur attorneys' fees and costs, which are recoverable under California law, including Labor Code section 2699(k)(1).

- LITIGATION HOLD NOTICE -

This letter imposes a duty upon all defendants and their respective employees, officers, directors, executives, attorneys, human resource and payroll personnel, accountants, and other agents to preserve all physical and electronic evidence, including electronically stored information and emails, which relate to the employment of Plaintiff and the aggrieved employees specified in this notice. Evidence includes, but is not limited to, Defendants' written employment and payroll policies and handbooks; the aggrieved employees' personnel files and payroll records, such as paystubs, time records, wage statements, compensation reports, as well as the underlying electronic data in Excel or similar format. Memoranda and internal and external correspondence relating to the subject matter of this notice shall also be maintained. Failure to preserve and retain relevant evidence may constitute spoliation of evidence and result in an adverse inference or sanctions.

If you have any questions regarding the scope of your obligations to preserve evidence, please consult your legal counsel and always err on the side of caution. Periodic or regularly scheduled purges or deletions of information covered by this hold must be suspended immediately.

- CONCLUSION -

If the LWDA does not pursue enforcement, Plaintiff intends to bring representative claims on behalf of the State of California and the aggrieved employees seeking civil penalties for violations of the Labor Code and the IWC Wage Orders, along with attorneys' fees, costs, interest, and other appropriate relief.

Please advise if the LWDA intends to investigate any of the factual or legal allegations set forth in this notice. Defendants may contact Plaintiff's counsel with any questions regarding this letter or the forthcoming lawsuit.

Sincerely,

Ricardo De Leon

Ricardo De Leon

Cc Plaintiff Myriam Pineda
HR Representative, Amy Fuentes - AmyF@colauto.com