

*Law Offices of
Farrah Mirabel
Fmesq@mirabel.com
1070 Stradella Rd.
Los Angeles, California 90077
Tel (714) 972-0707 Fax (949) 417-1796*

December 29, 2023

VIA CERTIFIED MAIL

Attn. PAGA Administrator
California Labor and Workforce Development Agency
1515 Clay Street, Ste. 801
Oakland, CA 94612
(510) 286-1362

PICK-N-PULL AUTO DISMANTLERS, LLC

299 SW CLAY STREET, SUITE 350
PORTLAND, OR 97201

PICK-N-PULL AUTO DISMANTLERS STOCKTON, LLC

299 SW CLAY STREET, SUITE 350
PORTLAND, OR 97201

SCHNITZER STEEL INDUSTRIES, INC.

299 SW CLAY STREET, SUITE 400
PORTLAND, OR 97201

AMANDA GARCIA
CT CORPORATION SYSTEM
330 N BRAND BLVD
GLENDALE, CA 91203

Mr. JOSEPH P FASO
PICK-N-PULL AUTO DISMANTLERS PASADENA, INC.
4453 YACHT HARBOR DR.
STOCKTON, CA 95204

**In Re PAGA NOTICE JOSE V HERNANDEZ VS. PICK-N-PULL AUTO
DISMANTLERS, LLC, PICK-N-PULL AUTO DISMANTLERS STOCKTON, LLC,
SCHNITZER STEEL INDUSTRIES, INC.**

LWDA-CM-970079-23

Dear PAGA Administrator:

Our firm represents the interests of **JOSE V HERNANDEZ** (Plaintiff), former employee of **PICK-N-PULL AUTO DISMANTLERS, LLC, PICK-N-PULL AUTO DISMANTLERS STOCKTON, LLC, SCHNITZER STEEL INDUSTRIES, INC.** (referred to as the “Defendants”). Plaintiff was employed by Defendant for the period of 2017 to February 2023 as a laborer, forklift driver.

Although not necessary as PAGA’s administrative exhaustion requirement does not require the inclusion of every potential fact or every future theory; rather, it must only “provide reasonably details facts and theories,” Plaintiffs in an abundance of caution wish to provide further information in connection with the PAGA case against Defendants. *See Cardenas v. Mclane Food Services, Inc.*, 796 F. Supp. 2d 1246, 1261 (C.D. Cal. Jun 23, 2011); *Moua v. Int’l Bus. Machines Corp.* (N.D. Cal. Jan. 31, 2012) No. 5:10-CV-01070 EJD, 2012 WL 370570, at *5; *York v. Starbucks Co11J*, (C.D. Cal. Nov. 1, 2012) No. CV 08-07919 GAF P.JWX, 2012 WL 10890355, at *4. Plaintiffs allege that Defendants violated, without limitation, California Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226(e), 226.3, 226.7 510, 512, 2802 and IWC Wage Order No. 1-2001 with respect to them and the other aggrieved employees.

The purpose of this notice is to add one more Defendant: **PICK-N-PULL AUTO DISMANTLERS PASADENA, INC.** and to comply with the statutory exhaustion requirements of Labor Code section 2699.3 prior to commencing an action pursuant to Labor Code section 2699, *et seq.* We request that your agency investigate the claims in this letter and the labor code and wage order violations as listed below.

This notice is submitted, at a foundation level, on behalf of the Plaintiff and all other Defendant’s aggrieved employees, both current and former, impacted by the alleged Labor Code violations including, *inter alia*, Labor Code sections:

1. **Violation of Labor Code § 226.7(a) (Missed Rest Breaks);**
2. **Violation of Labor Code §226.7, 512, and 1198 (Missed/Interrupted Meal Breaks);**
3. **Violation of Labor Code §§1194, 1194.2, 1197 and 1182.12 (Failure to Pay Minimum Wages);**
4. **Violation of Labor Code §510 and 1194, 1198 (Failure to Pay All Overtime Worked)**
5. **Violation of Labor Code § 204 (Failure to Pay All Wages Earned)**
6. **Violation of Labor Code §§246(a), 246.5, 248.5 (Failure to Pay for Sick Days)**
7. **Violation of Labor Code §1102.5 (Retaliation for complaining about wages)**

- 8. Violation of Labor Code §227.3 (Failure to pay vacation time)**
- 9. Violation of Labor Code § 1174, 1198.5 and 226, (Failure to Keep Records, Improper Wage Statements)**
- 10. Violation of Labor Code § 201-203 (Failure to Pay Wages Upon Separation)**
- 11. Violation of Labor Code §2802 (Failure To Reimburse Required Business Expenses);**
- 12. Civil Penalties Pursuant to Labor Code §§2699, 2799 (PAGA penalties)**

During the relevant timeframe, Defendant employed Plaintiff as non-exempt hourly employee beginning in 2017. Plaintiff was employed as a laborer. Plaintiff last pay rate was \$19.10 per hour.

Upon information and belief, Plaintiff and the other aggrieved employees were not reimbursed for necessary business expenses incurred. He had to buy gloves, safety glasses, hats, boots, and mask and also use his own personal cell phone to do his job.

Upon information and belief, other aggrieved employees were not timely paid their final wages.

During the relevant timeframe, Plaintiff and the other aggrieved employees worked shifts of over five hours, and at times, were not given a thirty-minute, uninterrupted meal break for each such shift.

Defendant failed to compensate Plaintiff and the other aggrieved employees at the required rate for each occasion in which Defendant failed to provide rest breaks and meal breaks. As such, Defendant failed to pay for all the hours worked and all wages earned by Plaintiff and the other aggrieved employees.

Defendant failed to maintain accurate payroll records, such that Plaintiff and the other aggrieved employees were given wage statements which were inaccurate.

Defendant did not issue an accurate final paycheck to Plaintiff and the other aggrieved employees in accordance with the timeframes prescribed by law. For example, Plaintiff's accurate vacation pay was not included.

Plaintiff claims on his own behalf and also on behalf of all past and present employees that they worked overtime hours per day and per week and did not receive compensation for all the hours worked and were not paid accurate overtime.

Plaintiff and the other aggrieved employees were hired to work shifts of over four hours, and were not allowed to take a full ten-minute, uninterrupted rest break for each such shift. Plaintiff and the other aggrieved employees worked during the rest periods either under the

direction and supervision of Defendant, or with Defendant's knowledge and consent. Plaintiff was a witness that other employees were not able to take their rest breaks either.

Furthermore, Defendant created schedules that made it difficult or impossible for Plaintiff and other employees to take their rest breaks.

Plaintiff and other employees received wages and wage statements which did not account for all the hours worked and did not account for the premiums due to employees for the missed rest and meal breaks, nor accounted for overtime pay for hours employees worked in excess of maximum regular pay hours per work shift and per week. Therefore, Defendant failed to maintain accurate payroll records, such that employees were given wage statements that did not accurately reflect their accurate hours worked and did not reflect the required and due compensation for all the hours worked and breaks missed and/or interrupted.

Defendant failed to compensate Plaintiff and the other aggrieved employees at the required rate for each occasion in which Defendant failed to provide rest breaks.

Therefore, Plaintiff claims that Defendant did not provide him and all other past and present employees with uninterrupted rest breaks and/or meal breaks. Defendant is understaffed and cannot possibly provide its employees including Plaintiff with their statutory breaks. Furthermore, Plaintiff claims that the past and present employees did not receive an hour of premium pay, for each missed break, for all days they did not receive a proper rest break and/or meal break. As a result, Defendant failed to pay its employees for all wages earned.

Plaintiff claims that because Defendant did not properly compensate its employees for all the hours worked, did not pay for an hour of pay, for each missed break, for all days they did not receive a proper rest break or meal break, and failed to pay them overtime for all hours worked in excess of 8 hours per day and 40 hours per week, or overtime hours per applicable Wage Order, the employees' wage statements did not accurately reflect all the hours worked and the wages earned. As such, Plaintiff claims that Defendant provided all its past and present employees with improper wage statements.

Moreover, Defendant failed to compensate Plaintiff and all past and present employees, at the required rate for each occasion in which Defendant failed to provide rest breaks and meal periods.

As such, Defendant failed to pay for all the hours worked and all wages earned by Plaintiff. During Plaintiff's employment, Defendant failed to pay Plaintiff and the other aggrieved employees all overtime wages at the legal rates of pay for all overtime hours worked and also given the number of the hours Plaintiff was working, his pay rate fell below minimum wage.

Moreover, Defendant failed to timely pay accurate paychecks upon the separation of the employees. Therefore, Plaintiff also claims a violation of Labor Code section 201-203 on behalf of all employees who stopped working for the Defendant.

Upon information and belief, Plaintiff and the other aggrieved employees were not reimbursed for necessary business expenses incurred. He had to use his own personal cell phone to do his job.

Plaintiff and the other aggrieved employees were not paid for several of their sick days. He was also required to provide a doctor's note in order to be paid for sick days.

Plaintiff claims that Defendant's conduct, as stated herein, including not paying its employees all wages owed, including wages for all hours worked, overtime, missed meal and rest breaks, and not providing its employees with accurate wage statements, not paying timely paycheck upon the separation of the employee, has been unfair, unlawful, and harmful to all its past and present employees, including Plaintiff, and to the general public. As such, this letter is written to comply with the notice and reporting requirements of Labor Code section 2699.3.

Plaintiff can be contacted through his attorney of record:

Farrah Mirabel, Esq.
LAW OFFICES OF FARRAH MIRABEL
1070 Stradella Rd.
Los Angeles, California 90077

Plaintiff and the other aggrieved employees are also be entitled to penalties pursuant to Labor Code section 2699, et seq.

Therefore, on behalf of all past and present aggrieved employees, Plaintiff seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the LWDA, for violation of the following Labor Code sections: **98.6, 201-205, 206.5, 210, 216, 218.5, 221, 225.5, 223, 226.2, 226.3, 226.7, 226.8, 227.3, 233, 234, 246, 246.5, 248.5, 510-512, 551-552, 558, 558.1, 1102.5, 1174, 1174.5, 1182.12, 1193.6, 1194-1197.1, 1194.2 1198-1199.5 and 2698-2699, 2699.5, 2799 and 2802).**

CONCLUSION

Therefore, pursuant to Labor Code § 2699.3, we write to inform you and the Labor and Workforce Development Agency, with whom this PAGA Notice has been filed, of our intent to pursue a PAGA representative action against Defendant seeking, *inter alia*, PAGA penalties under Labor Code § 2699, to be brought by the Plaintiff on behalf of the Aggrieved Employees, as defined above.

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Nevertheless, it is the policy of this firm to attempt to negotiate an early resolution of all matters where possible and beneficial to the putative class and the aggrieved employees. If Defendant is interested in attempting to resolve this matter, please contact us by **September 21, 2023**.

Very truly yours,

LAW OFFICES OF FARRAH MIRABEL

/s/ Farrah Mirabel

Farrah Mirabel, Esq.