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On behalf of all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR COUNTY OF ORANGE**

DINH C TRUONG, as an individual
and on behalf of all others similarly situated,

Plaintiff,

vs.

RRL CORPORATION, dba LEXUS OF
WESTMINSTER, and DOES 1 through 50,
inclusive;

Defendants.

Case No.:
Dept.:

**CLASS ACTION COMPLAINT FOR
DAMAGES FOR:**

- 1. Unpaid Missed Rest Breaks (*Labor Code §§ 226.7, 516, 1198 and IWC Wage Order No. 4-2001 section 12*);**
- 2. Unpaid Missed Meal Breaks (*Labor Code §§ 226.7, 512, 516, 1198 and IWC Wage Order No. 4-2001 section 11*);**
- 3. Failure to Pay for all Overtime Wages Earned (*Labor Code §§ 510 and 1194, 1198 and IWC Wage Order No. 4-2001 section 3*);**
- 4. Failure to pay minimum wage and pay for all wages earned (*Labor Code §§ 204, 210, 1182.12, 1194, 1194.2, and 1197-1198*);**
- 5. Failure to Reimburse Required Business Expenses (*Labor Code § 2802*);**
- 6. Failure to Maintain Accurate Payroll Records (*Labor Code §§ 226(a), 1174, 1198.5, 2810.5, and IWC Wage Order No. 4-2001 section 6*);**

7. **Failure to Pay Wages Upon Separation** (*Labor Code §§ 201 – 203, 256*);
8. **Failure to Pay for Sick Days and Supplemental COVID Payment** (*Lab Code §§ 233, 245, 246(a), 246.5, 248.1, 248.2, 248.5, 248.6*);
9. **Violation of Labor Code §§1102, 1102.5** (Retaliating Against “whistleblowing” Employees);
10. **Violation of Work Order 4-2001, and its Paragraph 15-Temperature**);
11. **Failure to pay vacation time** (*Labor Code §227.3*);
12. **Violation of California Business and Professions Code §17200, et seq.**;
13. **Civil Penalties Pursuant to Labor Code § 2699** (PAGA Penalties);

DEMAND FOR JURY TRIAL

COMES NOW PLAINTIFF, DINH C TRUONG, as an individual and on behalf of all others similarly situated, and alleges as follows:

The allegations in this Class Action Complaint, stated on information and belief, have evidentiary support and/or are likely to have evidentiary support after reasonable opportunity for further investigation and discovery.

NATURE OF THE ACTION

1. Defendant, RRL CORPORATION, dba LEXUS OF WESTMINSTER is a California Corporation doing business in the State of California and hire employees from different counties, including Orange County.

- 1 2. During the relevant timeframe, Plaintiff was employed by Defendants, at their place
2 located at 13590 Beach Boulevard, Westminster, CA 92683, Orange County and performed
3 work as an Automotive Technician (mechanic).
4 3. This class action for relief arises from Defendants' failure to provide rest periods and meal
5 periods as required by law; failure to compensate Plaintiff and Class Members at the
6 required rate for each occasion in which Defendants failed to provide rest and meal breaks;
7 failure to pay minimum wage and overtime wages; failure to pay for sick days, failure to
8 reimburse for business expenses, failure to keep accurate payroll records, such that Plaintiff
9 and Class Members were given wage statements that did not accurately reflect all the hours
10 worked and all wages earned; and failure to pay wages due upon separation.

11 **THE PARTIES**

- 12 4. Plaintiff, DINH C TRUONG, is a resident of the county of Orange, State of California.
13 5. Defendant RRL CORPORATION, dba LEXUS OF WESTMINSTER is a California
14 Corporation doing business in the State of California and hire employees from different
15 counties, including Orange County.
16 6. The true names and capacities, whether individual, corporate, associate or otherwise of
17 each of the Defendants designated herein as a DOE, 1 to 50, are unknown to Plaintiff and
18 Class Members at this time, who therefore, sues said Defendants by fictitious names, and
19 will ask leave of this Court for permission to amend this Complaint to show their names
20 and capacities when the same have been ascertained. Plaintiff and Class Members are
21 informed and believe and thereon alleges that each of the Defendants designated as a DOE
22 is legally responsible in some manner for the events and happenings herein referred to, and
23 caused injuries and damages thereby to Plaintiff and Class Members as herein alleged.
24 7. Unless otherwise individually referred to, whenever, in this Complaint, reference is made
25 to "Defendants," such reference shall refer to all Defendants, to include Defendant RRL
26 CORPORATION, dba LEXUS OF WESTMINSTER and all Doe defendants, collectively.
27 8. Plaintiff and Class Members, on information and belief and based upon such basis, allege
28 that at all times herein mentioned, each of the Defendants were acting as the agent, servant,
employee of each of the other Defendants, within the scope of said agency and
employment.

- 1 9. During the times and places of the incident in question, Defendants, and each of them, their
2 agents, servants and employees became liable to Plaintiff and Class Members for the
3 reasons described in the complaint herein, and thereby proximately caused Plaintiff and
4 Class Members to sustain damages as set forth herein.
- 5 10. Plaintiff and Class Members, on information and belief and based upon such basis, allege
6 that all Defendants carried out a joint scheme, business plan or policy in all respects
7 pertinent hereto and all acts and omissions herein complained of were performed within the
8 course and scope of said employment, service, agency, common scheme, plan and/or
9 policy.
- 10 11. Plaintiff and Class Members, on information and belief and based upon such basis, allege
11 that Defendants' founders, owners, shareholders, executive officers, managers, and
12 supervisors directed, authorized, ratified and/or participated in the conduct that gives rise to
13 the claims asserted herein and derived personal financial benefit from such conduct at the
14 expense of and Class Members.

15 **JURISDICTION AND VENUE**

- 16 12. This Court has jurisdiction over this action pursuant to California *Code of Civil Procedure*
17 § 410.10. The damages exceed the jurisdictional minimum of this Court.
- 18 13. Venue is proper in this Court, because Defendants employ persons within the County of
19 Orange, and have violated the requirements of the California Labor Code and applicable
20 Wage Order in this county which give rise to the penalties sought in this action. Cal. Code
21 Civ. P. § 393. Specifically, Defendants have violated the requirements of the California
22 Labor Code and the applicable Wage Order in at least one location within the County of
23 Orange, including Plaintiff's and Defendants' location in the city of Westminster, County
24 of Orange where Plaintiff and other employees performed work. Pursuant to California
25 Civil Code of Procedure section 393, venue is proper for the recovery of a penalty or
26 forfeiture imposed by statute in the county in which the cause, or some part of the cause,
27 arose. Because Defendants have employees in Orange County and Plaintiff, filing this
28 action on behalf of all aggrieved employees, is aware that there are aggrieved employees
residing in Orange County, should be allowed to bring this action to recover penalties in
Orange County, therefore, venue is proper.

FACTUAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTIONS

14. Defendant RRL CORPORATION, dba LEXUS OF WESTMINSTER is a California Corporation doing business in the State of California and hire employees from different counties, including Orange County.
15. During the relevant timeframe, Defendants employed Plaintiff as a non-exempt hourly employee beginning from August 1, 2001 until January 3, 2024. Defendants employed Plaintiff and Class Members in different capacities.
16. During the relevant timeframe, there were periods where Defendants failed to pay overtime wages to Plaintiff and Class Members at the legal rates of pay for all overtime hours worked.
17. Defendants failed to pay minimum wages at the legal rates of pay for all hours worked.
18. During the relevant timeframe, Plaintiff and Class Members worked shifts of over four hours, and were not given a ten-minute, uninterrupted rest break for each such shift. Plaintiff and Class Members worked during the rest periods either under the direction and supervision of Defendants, or with Defendants' knowledge and consent. Furthermore, Defendants created schedules that made it difficult or impossible for Plaintiff and Class Members to take their rest breaks.
19. During the relevant timeframe, Plaintiff and Class Members worked shifts of over five (5) hours, and were not given a thirty-minute, uninterrupted meal break for each such shift. Plaintiff and Class Members worked during the meal periods either under the direction and supervision of Defendant, or with Defendants' knowledge and consent. Furthermore, Defendants created schedules that made it difficult or impossible for Plaintiff and Class Members to take his meal breaks.
20. Defendants failed to compensate Plaintiff and Class Members at the required rate for each occasion in which Defendants failed to provide rest breaks and meal breaks. As such, Defendants failed to pay for all the hours worked and all wages earned by Plaintiff and Class Members.
21. Defendants failed to compensate Plaintiff and Class Members at the required rate for each occasion in which Defendants failed to provide rest breaks, for full day of work which lasted minimum of 4 hours. .

- 1 22. Defendants have implemented company-wide practices and/or policies, to require
2 employees, in order to perform their work tasks and duties, to purchase their own work
3 tools. Plaintiff and Class Members were not reimbursed for such expenses.
- 4 23. Defendants have implemented company-wide practices and/or policies, to require
5 employees, in order to perform their work tasks and duties, to maintain their own uniforms
6 which was costly for them in order to wash and/or repair the uniforms. Plaintiff and Class
7 Members were not reimbursed for such expenses.
- 8 24. During the relevant timeframe, Defendants employed Plaintiff as a non-exempt hourly
9 employee from August 1, 2001 until January 3, 2024. His work was eight hours per day,
10 five days per week Monday through Fridays, followed by a six-day week schedule,
11 Monday through Fridays and the following week, he would take a Monday off. His last
12 pay rate was \$31/hour. He was not paid accurate wages for all the hours he worked. He
13 was not paid accurate overtime. He was not paid premium wages for missed rest breaks. He
14 was not paid for his business expenses, such as maintaining his uniforms and paying for his
15 own tools, such as dry bar, test light, electrical gun, air gun, sockets, wrench, hydraulic
16 jack, tool box, screwdriver, spare power battery, vise grips, needle-nose pliers. Plaintiff
17 was not reimbursed for such expenses. He was not paid premium wages for missed rest
18 breaks and meal breaks. He was not paid for his sick days and COVID-19 Supplemental
19 Paid Sick Leave.
- 20 25. Defendants, after over 22 years of loyal employment, wrongfully terminated Plaintiff from
21 his employment on January 3, 2024, under the excuse that there was no more work for
22 him; however, the real reason was that he had reported an industrial injury that required
23 workers' compensation and also his age, 63 years old, at the time of termination.
- 24 26. Defendants terminated Plaintiff, but failed to tender his final paycheck with accurate dollar
25 amount, for all the hours worked, and without all the premium wages he was entitled to,
26 within the timeframe prescribed by law. As such, Plaintiff is seeking his final paycheck,
27 along with waiting time penalties.

28
CLASS ACTION ALLEGATIONS

- 27 27. Plaintiff brings this action on his own behalf, as well as on behalf of each and all
28 other persons similarly situated, and thus, seek class certification. The class shall be
defined as follows:

1 “All persons who were employed as non-exempt employees by Defendant RRL
2 CORPORATION, dba LEXUS OF WESTMINSTER, in the State of California
3 during the relevant time periods, four years prior to the filing of this Complaint until
4 resolution of this lawsuit, through the entry of final judgment in this action.”

5 28. Plaintiff proposes that the following sub-classes be created:

- 6 A. A proposed sub-class (*hereinafter* “Rest Period Class”) is defined as: All
7 individuals who have been employed and are currently employed by Defendant
8 RRL CORPORATION, dba LEXUS OF WESTMINSTER, within the relevant time
9 periods prior to the filing of this Complaint until resolution of this lawsuit who did
10 not receive their required rest breaks pursuant to the California Labor Code and/or
11 applicable orders of the IWC.
- 12 B. A proposed sub-class (*hereinafter* “Meal Period Class”) is defined as: All
13 individuals who have been employed and are currently employed by
14 Defendant RRL CORPORATION, dba LEXUS OF WESTMINSTER, within
15 the relevant time periods prior to the filing of this Complaint until resolution
16 of this lawsuit who did not receive their required meal breaks pursuant to the
17 California Labor Code and/or applicable orders of the IWC.
- 18 C. A proposed sub-class (*hereinafter* “Underpaid Class”) is defined as: All
19 individuals who have been and are currently employed by Defendant RRL
20 CORPORATION, dba LEXUS OF WESTMINSTER, within the relevant time
21 periods prior to the filing of this Complaint until resolution of this lawsuit
22 who were not paid full complete and accurate compensation for all hours
23 worked.
- 24 D. A proposed sub-class (*hereinafter* “Overtime Class”) is defined as: All
25 individuals who have been and are currently employed at Defendant RRL
26 CORPORATION, dba LEXUS OF WESTMINSTER, within the relevant time
27 periods prior to the filing of this Complaint until resolution of this lawsuit
28 who were not paid full complete and accurate compensation for all overtime
worked.
- E. A proposed sub-class (*hereinafter* “Sick Day Class”) is defined as: All
individuals who have been and are currently employed at Defendant RRL

1 CORPORATION, dba LEXUS OF WESTMINSTER, within the relevant time
2 periods prior to the filing of this Complaint until resolution of this lawsuit
3 who were not paid for their sick days.

4 F. A proposed sub-class (*hereinafter* “Wage Statement Class”) is defined as: All
5 individuals who have been and are currently employed by Defendant RRL
6 CORPORATION, dba LEXUS OF WESTMINSTER, within the relevant time
7 periods prior to the filing of this Complaint until resolution of this lawsuit
8 whose wage statements did not accurately reflect gross wages earned.
9 Specifically, all the hours worked, the overtime and additional hours of pay
10 employees earn for each workday they did not receive a meal and/or rest
11 break. This subclass includes the class members whose final paycheck did not
12 accurately reflect gross wages earned. Specifically, all the hours worked, the
13 overtime and additional hours of pay employees earn for each workday they
14 did not receive a meal and/or rest break.

15 G. A proposed sub-class (*hereinafter* “Final Paycheck Class”) is defined as: All
16 individuals who were employed at Defendant RRL CORPORATION, dba
17 LEXUS OF WESTMINSTER, within the relevant time periods prior to the
18 filing of this Complaint until resolution of this lawsuit who did not receive
19 their final paycheck within 72 hours after the final day of work or at the time
20 of their termination.

21 H. A proposed sub-class (*hereinafter* “Minimum Wage Class”) is defined as: All
22 individuals who have been and are currently employed at Defendant RRL
23 CORPORATION, dba LEXUS OF WESTMINSTER, within the relevant time
24 periods prior to the filing of this Complaint until resolution of this lawsuit
25 who did not receive at least the minimum wage for all the hours worked.

26 I. A proposed sub-class (*hereinafter* “Payroll Records Class”) is defined as: All
27 individuals who have been and are currently employed at Defendant RRL
28 CORPORATION, dba LEXUS OF WESTMINSTER, within the relevant time
periods prior to the filing of this Complaint until resolution of this lawsuit
whose employer failed to maintain accurate payroll record(s) for them.

1 J. A proposed sub-class (*hereinafter* “Reimbursement Class”) is defined as: All
2 individuals who have been and are currently employed at Defendant RRL
3 CORPORATION, dba LEXUS OF WESTMINSTER, within the relevant time
4 periods prior to the filing of this Complaint until resolution of this lawsuit
5 who did not receive reimbursement of applicable business-related expenses
6 and costs incurred.

7 K. A proposed sub-class (*hereinafter* “Underpaid Class”) is defined as: All
8 individuals who have been and are currently employed by Defendant RRL
9 CORPORATION, dba LEXUS OF WESTMINSTER, within the relevant time
10 periods prior to the filing of this Complaint until resolution of this lawsuit
11 who were not paid full complete and accurate compensation for all hours
12 worked and inaccurate vacation.

13 L. A proposed sub-class (*hereinafter* “COVID-19 Supplemental Sick Leave
14 Class”) is defined as: All individuals who have been and are currently
15 employed by Defendant RRL CORPORATION, dba LEXUS OF
16 WESTMINSTER, within the relevant time periods prior to the filing of this
17 Complaint until resolution of this lawsuit who were not afforded COVID-19
18 supplemental sick leave nor paid therefor.

19 29. The proposed class (*hereinafter* “Class”) shall consist of all individuals found in the
20 following sub-classes: Meal Period Class, Rest Period Class, Underpaid Class,
21 Overtime Class, Wage Statement Class, Final Paycheck Class, Minimum Wage Class,
22 Payroll Records Class, Reimbursement Class, and COVID-19 Supplemental Sick
23 Leave Class.

24 30. All claims alleged herein arise under California law for which Plaintiff and Class
25 Members seek relief authorized by California law.

26 31. Excluded from the Class are Defendant(s) in this action, any entity in which
27 Defendant(s) have a controlling interest, any officers, directors, and shareholders of
28 Defendant, and legal representatives, heirs, successors, and assigns of Defendant.

32. There is a well-defined community of interest in this litigation and the Class is easily
ascertainable:

- 1 33. Numerosity: The members of the Class (and each subclass, if any) are so numerous
2 that joinder of all members would be unfeasible and impractical. The membership of
3 the Class is unknown to Plaintiff at this time. However, the Class is estimated to be
4 greater than fifty (50) individuals and the identity of such membership is readily
5 ascertainable by inspection of Defendant's employment records.
- 6 34. Typicality: Plaintiff are qualified to and will fairly and adequately protect the
7 interests of each Class Member with whom they have a well-defined community of
8 interest, and Plaintiff's claims (or defenses, if any), are typical of all Class Members
as demonstrated herein.
- 9 35. Adequacy: Plaintiff is qualified to, and will fairly and adequately protect the interests
10 of each Class Member with whom they have a well-defined community of interest
11 and typicality of claims, as alleged herein. Plaintiff acknowledges that he has an
12 obligation to the Court to make known any relationship, conflict, or differences with
13 any Class Member. Plaintiff's attorneys and proposed Class counsel are versed in the
14 rules governing class action discovery, certification, and settlement. Plaintiff has
15 incurred, and, throughout the duration of this action, will continue to incur costs and
16 attorneys' fees that have been, are, and will be necessarily expended for the
prosecution of this action for the substantial benefit of each Class Member.
- 17 36. Superiority: The nature of this action makes the use of class action adjudication
18 superior to other methods. Class action will achieve economies of time, effort, and
19 expense as compared with separate lawsuits, and will avoid inconsistent outcomes
20 because the same issues can be adjudicated in the same manner and at the same time
21 for the entire class.
- 22 37. There are common questions of law and fact as to the Class (and each subclass, if
23 any), that predominate over questions affecting only individual members, including
24 but not limited to:
- 25 38. Whether Defendants had a policy of not providing uninterrupted statutory mandated
rest periods to Plaintiff and Class Members or compensation for rest periods;
- 26 39. Whether Defendants had a policy of not providing uninterrupted statutory mandated
27 meal periods to Plaintiff and Class Members or compensation for meal periods;
- 28

- 1 40. Whether Defendants created schedules in such a manner that made it difficult or
2 impossible for Plaintiff, and similarly situated Class Members, to take uninterrupted
3 rest periods;
- 4 41. Whether Defendants created schedules in such a manner that made it difficult or
5 impossible for Plaintiff, and similarly situated Class Members, to take uninterrupted
6 meal periods;
- 7 42. Whether Defendants failed to pay Plaintiff and Class Members for the overtime hours
8 worked during the relevant timeframe;
- 9 43. Whether Defendants failed to reimburse Plaintiff and Class Members for their
10 business expenses;
- 11 44. Whether Defendants had a policy of requiring Plaintiff and Class Members to work
12 beyond the reported hours (off-the-clock);
- 13 45. Whether Defendants failed to pay Plaintiff and Class Members for the total hours
14 worked during the relevant timeframe;
- 15 46. Whether Defendants failed to keep accurate payroll records, such that inaccurate
16 wage statements were issued to Plaintiff and Class Members;
- 17 47. Whether Defendants failed to pay Plaintiff and Class Members an accurate and timely
18 final paycheck;
- 19 48. Whether Defendants failed to pay Plaintiff and Class Members at least minimum
20 wage for all the hours worked;
- 21 49. Whether Defendants improperly retained, converted, appropriated, or deprived
22 Plaintiff and other Class Members of the use of monies or sums, which Plaintiff and
23 Class Members were legally entitled to; and
- 24 50. The appropriate amount of damages, restitution, or monetary penalties resulting from
25 Defendants' violations of California law.

26 **FIRST CAUSE OF ACTION**

27 ***Unpaid Missed Rest Breaks***

28 ***(Labor Code §§ 226.7(a), 516, 1198 and IWC Wage Order No. 4-2001 section 12)***

(By Plaintiff and on Behalf of all Similarly Situated Class Members,

Against All Defendants)

1 51. Plaintiff and Class Members incorporate by reference and re-allege, as if fully stated herein,
2 the material allegations set forth in preceding paragraphs of this Complaint.

3 52. At all times herein set forth, Labor Code § 218 authorizes an employee to sue directly for
4 any wages or penalty due to him or her under this article of the Labor Code.

5 53. At all times herein set forth, Labor Code § 226.7(a) provides that no employer shall require
6 an employee to work during any rest period mandated by an applicable order of the IWC.

7 54. The language of IWC Wage Order No. 4-2001 section 11(A) relating to rest periods tracks
8 the language of the Labor Code. (*Code of Regulations*, title 8, section 11040, subd. 12.)

9 Pursuant to IWC Wage Order No. 4-2001 section 12(A) and pertinent parts:

10 (A) Every employer shall authorize and permit all employees to take rest periods,
11 which insofar as practicable shall be in the middle of each work period. The
12 authorized rest period time shall be based on the total hours worked daily at the rate
13 often (10) minutes net rest time per four (4) hours or major fraction thereof. However,
14 a rest period need not be authorized for employees whose total daily work time is less
15 than three and one-half (3½) hours. Authorized rest period time shall be counted as
16 hours worked for which there shall be no deduction from wages.

17 (B) If an employer fails to provide an employee a rest period in accordance with
18 the applicable provisions of this order, the employer shall pay the employee one (1)
19 hour of pay at the employee's regular rate of compensation for each workday that the
20 rest period is not provided.

21 During the relevant time period, Plaintiff and Class Members worked more than
22 three and one-half (3 ½) hours per workday, and were not allowed to take paid rest
23 breaks that they were legally entitled to pursuant to IWC Wage Order No. 4-2001
24 section 12.

25 55. Defendants' conduct, as alleged herein, violates IWC Wage Order No. 4-2001 section
26 12 and Labor Code § 226.7, and also California Code of Regulations, Title 8, sections
27 3395(c) and (d) which provides that no employer shall require any employee to work
28 during any rest period mandated by an applicable order of the IWC and also must
allow employees a cool down period when working in outdoor places.

56. Pursuant to Labor Code § 226.7(b), and IWC Wage Order No. 4-2001 section 12 (B),
Plaintiff and Class Members are entitled to recover from Defendants one (1) additional

1 hour of pay at Plaintiff and Class Members' regular rate of compensation for each workday
2 that a rest period was not provided, during the relevant time period.

3
4 **SECOND CAUSE OF ACTION**

5 ***Unpaid Missed Meal Breaks***

6 ***(Labor Code §§ 226.7(a), 512(a), 516, 1198 and IWC Wage Order No. 4-2001 section 11)***

7 *(By Plaintiff and on Behalf of all Similarly Situated Class Members,*

8 *Against All Defendants)*

9 57. Plaintiff and Class Members incorporate by reference and re-allege, as if fully stated herein,
10 the material allegations set out in preceding paragraphs of this Complaint.

11 58. At all times herein set forth, Labor Code § 218 authorizes employees to sue directly for any
12 wages or penalty due to them under this article of the California Labor Code.

13 59. At all times herein set forth, Labor Code § 226.7(a) provides that no employer shall require
14 an employee to work during any meal period mandated by an applicable order of the IWC.

15 60. At all times herein set forth, Labor Code § 512(a) provides that an employer may not employ
16 an employee for a work period of more than five (5) hours per day without providing the
17 employee with a meal period of not less than thirty (30) minutes, except that if the total work
18 period per day of the employee is not more than six (6) hours, the meal period may be waived
19 by mutual consent of both the employer and the employee.

20 61. At all times herein set forth, Labor Code § 512(a) further provides that an employer may not
21 employ an employee for a work period of more than ten (10) hours per day without providing
22 the employee with a second meal period of not less than thirty (30) minutes, except that if
23 the total hours worked is no more than twelve (12) hours, the second meal period may be
24 waived by mutual consent of the employer and the employee, only if the first meal period
25 was not waived.

26 62. The language of IWC Wage Order No. 4-2001 section 11 relating to meal periods tracks the
27 language of the Labor Code. (*Cal. Code Regs.*, tit. 8, section 11040, subd. 11.)

28 63. Pursuant to IWC Wage Order No. 4-2001 section 11(A) and pertinent parts:

(A) No employer shall employ any person for a work period of more than five (5)
hours without a meal period of not less than 30 minutes, except that when a work

1 period of not more than six (6) hours will complete the day's work the meal period
2 may be waived by mutual consent of the employer and the employee. Unless the
3 employee is relieved of all duty during a 30 minute meal period, the meal period shall
4 be considered an "on duty" meal period and counted as time worked. An "on duty"
5 meal period shall be permitted only when the nature of the work prevents an
6 employee from being relieved of all duty and when by written agreement between the
7 parties an on-the- job paid meal period is agreed to. The written agreement shall state
8 that the employee may, in writing, revoke the agreement at any time.

9 (B) If an employer fails to provide an employee a meal period in accordance with
10 the applicable provisions of this order, the employer shall pay the employee one (1)
11 hour of pay at the employee's regular rate of compensation for each workday that the
12 meal period is not provided.

13 (C) In all places of employment where employees are required to eat on the
14 premises, a suitable place for that purpose shall be designated.

15 64. During the relevant time period, Plaintiff and Class Members were required to work in excess
16 of five (5) hours and/or ten (10) hours without receiving a first or second "uninterrupted"
17 meal period of not less than thirty (30) minutes.

18 65. Defendant fostered a work environment where the taking of uninterrupted thirty (30) minute
19 meal breaks by its employees was essentially prohibited because Defendant was more
20 concerned about their profit margin, than its own employees' welfare. As such, Plaintiff and
21 Class Members could not take any thirty (30) minute uninterrupted meal breaks without the
22 risk of being reprimanded or terminated.

23 66. Because Defendant failed to afford proper meal periods, they are liable to Plaintiff and Class
24 Members for one hour of additional pay at the regular rate of compensation for each meal
25 period not provided, pursuant to California Labor Code § 226.7(b) and IWC Wage Order No.
26 4-2001, section 11(B).

27 67. By violating California Labor Code §§ 226.7 and 512, and IWC Wage Order No. 4-2001,
28 section 11(B)., Defendants are also liable to Plaintiff and Class Members for reasonable
attorneys' fees and costs under California Labor Code § 218.5.

Failure to Pay All Overtime Wages Earned

(By Plaintiff and on Behalf of all Similarly Situated Class Members,

68. Plaintiff and Class Members incorporate by reference and re-allege, as if fully stated

69. At all relevant times during the applicable limitations period, Plaintiff and Class Members

have been non-exempt employees of Defendants and entitled to the benefits of California

70. IWC Wage Order No. 4-2001 section 2(K) defines “hours worked” as the time during

which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

71. In relevant part, Section 3 of the Wage Order states: (A) Daily Overtime- General Provisions:

(1) The following overtime provisions are applicable to employees 18 years of age or over and to employees 16 or 17 years of age who are not required by law to attend school and are not otherwise prohibited by law from engaging in the subject work. Such employees shall not be employed more than eight (8) hours in any workday or more than 40 hours in any workweek unless the employee receives one and one-half (1½) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek. Eight (8) hours of labor constitutes a day's work. Employment beyond eight (8) hours in any workday or more than six (6) days in any workweek is permissible provided the employee is compensated for such overtime at not less than:

(a) One and one-half (1½) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including 12 hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek; and,

(b) Double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of work in a workweek.

1 (c) The overtime rate of compensation required to be paid to a nonexempt full-time
2 salaried employee shall be computed by using the employee's regular hourly salary as one-
3 fortieth (1/40) of the employee's weekly salary.

4 72. California Labor Code § 510 states: "Eight hours of labor constitutes a day's work. Any
5 work in excess of eight hours in one workday and any work in excess of 40 hours in any
6 one workweek and the first eight hours worked on the seventh day of work in any one
7 workweek shall be compensated at the rate of no less than one and one-half times the
8 regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be
9 compensated at the rate of no less than twice the regular rate of pay for an employee. In
10 addition, any work in excess of eight hours on any seventh day of a workweek shall be
11 compensated at the rate of no less than twice the regular rate of pay of an employee.
12 Nothing in this section requires an employer to combine more than one rate of overtime
13 compensation in order to calculate the amount to be paid to an employee for any hour of
14 overtime work."

15 73. With respect to overtime wages, the regular rate of pay under California law must include
16 "all remuneration for employment paid to, on behalf of, the employee." O.L. 2002.06.14
17 (quoting 29 U.S.C. Section 207(e)). This requirement includes, but is not limited to,
18 commissions and nondiscretionary bonuses. See *Huntington Memorial Hosp. v. Superior*
19 *Court* (2005) 131 Cal App. 4th 893, 904-05.

20 74. Plaintiff and Class Members have been damaged in a sum to be proven and request relief as
21 described below.

22 **FOURTH CAUSE OF ACTION**

23 ***Failure to Pay Minimum Wage, pay for all Wages Earned (Labor Code §§ 204, 1182.12, 1194,***
24 ***1197 and 1198);***

25 ***(By Plaintiff and on Behalf of all Similarly Situated Class Members,***
26 ***Against All Defendants)***

27 75. Plaintiff and Class Members incorporate by reference and re-allege, as if fully stated
28 herein, the material allegations set forth in preceding paragraphs of this Complaint.

- 1 76. California Labor Code § 204 requires California employers to pay employees for all wages
2 earned. California Labor Code § § 1194 and 1197 require minimum wage payments.
- 3 77. Defendants failed to compensate Plaintiff and Class Members for all hours worked,
4 including, but not limited to, the hours Plaintiff and Class Members worked during their
5 rest and meal breaks, and for which they did not receive the proper compensation under the
6 law, and, for each work day during which they were ordered to work while they were off
7 the clock. Defendants required Plaintiff and Class Members not to report all their working
8 hours. Plaintiff and Class Members did not receive minimum wages for all the hours they
9 worked,
- 10 78. Plaintiff and Class Members have been damaged in a sum to be proven and request relief as
11 described below.

12 **FIFTH CAUSE OF ACTION**

13 **Failure to Reimburse Required Business Expenses**

14 **(Labor Code section 2802)**

15 *(By Plaintiff and on Behalf of all Similarly Situated Class Members, Against All Defendants)*

- 16 79. Plaintiff incorporates by reference and re-alleges, as if fully stated herein, the material
17 allegations set out in each and all previous paragraphs of this Complaint.
- 18 80. Labor Code section 2802 requires an employer to “indemnify his or her employee for all
19 necessary expenditures or losses incurred by the employee in direct consequence of the
20 discharge of his or her duties...”
- 21 81. Plaintiff had to spend his own money to carry out his duties for Defendants’ business, but
22 Defendants failed to accurately reimburse him for these costs. Plaintiff was not reimbursed
23 for the cost of his own tools, such as dry bar, test light, electrical gun, air gun, sockets,
24 wrench, hydraulic jack, tool box, screwdriver, spare power battery, vise grips, needle-nose
25 pliers. Plaintiff was also required to spend his own money to clean and maintain his
26 uniforms. Plaintiff was not reimbursed for such expenses.
- 27 82. All said expenses were necessary for Plaintiff to fulfill his job functions for the Defendants.
28 Plaintiff sought reimbursement of these necessary expenses incurred at Defendants’

1 direction, but Defendants have refused to reimburse and indemnify Plaintiff for these
2 expenses.

3 83. Accordingly, Plaintiff has been deprived of legally required reimbursement, and
4 Defendants should be liable to for Plaintiff for these sums, plus attorney's fees, plus
5 interest.

6 84. The monies retained by Defendants should be deemed for Plaintiff's monies, held in trust
7 for Plaintiff and subject to a proper claim for reimbursement and disgorgement

8 **SIXTH CAUSE OF ACTION**

9 ***Failure to Maintain and Produce Accurate Payroll Records***

10 ***(Labor Code §§ 226(a), 1174, 1174.5, 1198 and IWC Wage Order No. 4-2001 section 6)***

11 ***(By Plaintiff and on Behalf of all Similarly Situated Class Members,***

12 ***Against All Defendants)***

13 85. Plaintiff and Class Members incorporate by reference and re-allege, as if fully stated
14 herein, the material allegations set out in preceding paragraphs of this Complaint.

15 86. California Labor Code § 226(a), IWC Wage Order No. 4-2001, Sections 7(A) and 7(B),
16 and California Labor Code § 1174 require employers to maintain accurate payroll records
17 and to provide semi-monthly or at the time of each payment of wages to furnish each
18 employee with a statement itemizing, among other things, the total hours worked by the
19 employee.

20 87. Defendants have violated California Labor Code §§ 226(a) and 1174, and IWC Wage
21 Order No. 4-2001, Sections 7(A) and 7(B) by willfully failing to keep required payroll
22 records showing the actual hours worked each day by Plaintiff and Class Members. As a
23 direct and proximate result of Defendants' failure to maintain payroll records, Plaintiff and
24 Class Members have suffered economic harm as they have been precluded from accurately
25 monitoring the number of hours worked and thus seeking payment in connection with the
26 hours for all the missed rest and meal breaks.

27 88. In 2013, the Legislature amended subdivision (e) of Labor Code section 226, adding
28 language explaining that an "employee is deemed to suffer injury for purposes of this
subdivision if the employer fails to provide accurate and complete information as required"

1 by subdivision (a) of that statute, and “the employee cannot promptly and easily determine
2 from the wage statement alone one or more” of several of the required items, including
3 total hours worked, all applicable hourly rates in effect, and the corresponding number of
4 hours worked at each rate. (Lab. Code, § 226, subd. (e)(2)(B).) The amended statute further
5 provides that “ ‘promptly and easily determine’ means a reasonable person would be able
6 to readily ascertain the information without reference to other documents or information.”
7 (Lab. Code, § 226, subd. (e)(2)(C).) This provision renders the inquiry an objective one; the
8 amendment “clarifies that injury arises from defects in the wage statement, rather than from
9 a showing that an individual experienced harm as a result of the defect.” (*Lubin, supra*, 5
10 Cal.App.5th at p. 959; see also *Garnett v. ADT, LLC* (E.D. Cal. 2015) 139 F.Supp.3d 1121,
11 1133 [“Whether an employee suffered injury is based solely on the information provided
12 on the wage statement.”].)

12 89. Plaintiff has suffered injury and sustained actual damages because the Defendants failed to
13 provide accurate and complete information as required by any one or more of items (1) to
14 (9), inclusive, of subdivision (a) and the employee cannot promptly and easily determine
15 from the wage statement alone the amount of the gross wages or net wages paid to the
16 employee during the pay period or any of the other information required to be provided on
17 the itemized wage statement pursuant to items (2) to (4), inclusive, (6), and (9) of
18 subdivision (a). Plaintiff cannot determine which deductions the employer made from gross
19 wages to determine the net wages paid to the employee during the pay period. Plaintiff has
20 been damaged in a sum to be proven at trial.

21 90. Plaintiff and Class Members are also entitled to \$4,000 in damages for Defendants’
22 violation and being liable for this cause of action, in addition to an award of costs and
23 reasonable attorneys’ fees under Labor Code § 226(e)(1) and \$500 under Labor Code of
24 Labor Code § 1174.5.

25 **SEVENTH CAUSE OF ACTION**

26 ***Failure to Pay Wages Upon Separation***

27 ***(Labor Code §§ 201-203)***

28 *(By Plaintiff and on Behalf of all Similarly Situated Class Members,*

Against All Defendants)

1 91. Plaintiff and Class Members incorporate by reference and re-allege, as if fully state herein,
2 the material allegations set out in previous paragraphs of this Complaint.

3 92. Labor Code §§ 201 – 203 provides that if an employer discharges an employee, the wages
4 earned and unpaid at the time of discharge are due and payable immediately, and that if an
5 employee voluntarily leaves his or her employment, his or her wages shall become due and
6 payable not later than seventy-two (72) hours thereafter; unless the employee had given
7 seventy-two (72) hours previous notice of his or her intention to quit, in which case the
8 employee is entitled to his or her wages at the time of quitting. Labor Code § 203 provides
9 that if an employer willfully fails to pay wages owed, in accordance with Labor Code §§
10 201 and 202, then the wages of the employee shall continue as a penalty from the due date,
11 and at the same rate until paid or until an action is commenced; but the wages shall not
12 continue for more than thirty (30) days.

13 93. During the relevant time period, Defendants failed to pay Plaintiff and Class Members, no
14 longer employed by Defendants, their wages, earned and unpaid, either at the time of
15 discharge, or within seventy-two (72) hours of his leaving Defendants' employ in violation
16 of Labor Code §§ 201 – 203.

17 94. Plaintiff and Class Members are entitled to statutory damages.

18 **EIGHTCAUSE OF ACTION**

19 **Failure to Pay for Sick Days and Supplemental COVID Payment (*Lab Code §§ 233,*** 20 ***245, 246(a), 246.5, 248.1, 248.2, 248.5, 248.6*);**

21 *(By Plaintiff and on Behalf of all Similarly Situated Class Members, Against All Defendants)*
22

23 95. Plaintiff incorporates by reference and re-alleges, as if fully stated herein, the material
24 allegations set out in prior paragraphs of this Complaint.

25 96. Various emergency and statutory enactments including Executive Order N-51-20, SB
26 95, and Labor Code section 248.6 et seq. ensure access to up to 80 hours of COVID-
27 19 supplemental paid sick leave for eligible employees, including those advised to
28 quarantine or isolate and those caring for COVID-impacted family members.

1 97. On information and belief, Defendants knowingly and intentionally failed in their
2 affirmative obligation to provide and pay Covid-19 Supplemental Sick Leave to
3 Plaintiff and Class Members in violation of Labor Code sections 246, 247.5, 248.1,
4 248.2, and 248.6.

5 98. Labor Code section 248.1 requires employers to provide up to 80 hours of Covid-
6 Supplemental Paid Sick Leave to employees for the period of April 16, 2020 to
7 December 31, 2020. Labor Code 248.2 requires employers to provide up to 80 hours
8 of Covid-19 Supplemental Paid Sick Leave for the period of January 1, 2021 through
9 September 30, 2021. Labor Code section 248.6 extended Covid sick leave protections
10 and requires employers to provide up to 80 hours of Covid-19 Supplemental Paid
11 Sick Leave for the period of January 1, 2022 to September 30, 2022, and may be
12 extended thereafter.

13 99. Under Labor Code section 248.1, employees must be paid for Covid-19 Supplemental
14 Paid Sick Leave at the highest of the following: (1) the regular rate of pay for the last
15 pay period, (2) state minimum wage, (3) local minimum wage.

16 100. Under Labor Code section 248.2, non-exempt employees must be paid Covid-
17 supplemental paid sick leave according to the highest of the following four methods:
18 (1) the regular rate of pay for the workweek in which the employee uses COVID-19
19 supplemental paid sick leave, (2) the employee's total wages in a 90-day period
20 divided by total hours worked, (3) the state minimum wage, or (4) the local minimum
21 wage.

22 101. Labor Code section 248.6 requires employers to pay Covid-19 supplemental sick
23 leave under either one of the following methods: (1) regular rate of pay or (2) the
24 employee's total wages in a 90-day period divided by total hours worked.

25 102. In the case of COVID-19, Defendants were required to provide 80 hours of paid
26 sick leave to full time employees, in addition to sick pay for part time employees.
27 Plaintiff and Class Members, employees who work full time are entitled to 80 hours
28 of paid sick leave, and employees who work part time are similarly entitled to sick
leave, if the worker is subject to a Federal, State, or local quarantine or isolation order
related to COVID-19, or the worker is advised by a health care provider to self-isolate
or self-quarantine due to health concerns related to COVID-19, or the worker is

1 prohibited from working by the worker's hiring entity due to health care concerns
2 related to the potential transmission of COVID-19.

3 103. California Labor Code § 248.2 applies to employers who employ more than 25
4 employees, as defined under subdivision (b) of California Labor Code § 245.5.

5 104. Defendants are a covered employer under relevant sick pay laws including N-51-
6 20, SB 95, and the recently enacted Labor Code 248 et seq. since they employ more
7 than 25 employees, and Plaintiff and Class Members are covered employees. Class
8 Members were required to take time off due to COVID-19 related illness or
quarantine requirements yet received zero sick pay.

9 105. Defendants failed to provide 80 hours of COVID-19 Supplemental Paid Sick
10 leave and compensate aggrieved employees at their regular rate of pay for
11 supplemental sick leave, i.e., their highest regular rate of pay, taking into
12 consideration non-discretionary bonuses, etc., in violation of California Labor Code
13 §§ 248.1(b)(3)(A) and 248.6. Defendants also failed to provide COVID-19
14 Supplemental Sick Leave to aggrieved employees in addition to regular sick leave, in
15 violation of California Labor Code § 248.1(b)(2)(D). Defendants also failed to
16 accurately reflect any offset and/or the current amount of COVID-19 Supplemental
17 Sick Leave available to aggrieved employees on their wage statements, in violation of
18 California Labor Code §§ 248.1(b)(2)(D), 248.2, 248.6 and for the reasons provided
herein.

19 106. On information and belief, Defendants failed to provide and pay Covid-19
20 supplemental paid sick leave in the manner described above because Defendants
21 failed to pay the Class Members such sick leave at one of the rates authorized by
22 statute.

23 107. As a result of these practices, Defendants have violated Cal. Labor Code §§218,
24 246, 248, 510, 1194, 1197, 1198 and for failure to pay sick pay wages. Employers are
25 liable for civil penalties pursuant to Cal. Labor Code §558.

26 108. Defendants are also liable to Plaintiff and Class Members for attorneys' fees,
27 costs and interest pursuant to CCP § 1021.5.
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(By Plaintiff and on Behalf of all Similarly Situated Class Members, Against All Defendants)

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- 1 117. As a further direct, foreseeable, and proximate result of Defendants' conduct, Plaintiff
2 has suffered and continues to suffer humiliation, emotional distress, loss of reputation,
3 and mental and physical pain and anguish, all to his damage in a sum according to proof.
4 118. As a result of Defendants' deliberate, outrageous, despicable conduct, Plaintiff is entitled
5 to recover punitive and exemplary damages in an amount commensurate with
6 Defendants' wrongful acts and sufficient to punish and deter future similar reprehensible
7 conduct.
8 119. In addition to such other damages as may properly be recovered herein, Plaintiff is
9 entitled to a \$10,000 penalty for each violation of California Labor Code Section 1102.5,
10 pursuant to California Labor Code Section 1102.5(f), and attorneys' fees pursuant to
11 Code of Civil Procedure section 1021.5.

12 **TENTH CAUSE OF ACTION**

13 **Violation of Work Order 4-2001, and its Paragraph 15 (Temperature)**

14 *(By Plaintiff and on Behalf of all Similarly Situated Class Members, Against All*
15 *Defendants)*

- 16 120. Plaintiff incorporates by reference and re-alleges, as if fully stated herein, the
17 material allegations set out in prior paragraphs of this Complaint.
18 121. Labor Code section 1198 requires an employer to comply with the standard
19 conditions of labor for California employees as set forth by the IWC. Section 15
20 of the Wage Order states:
21 122. IWC Wage Order No. 4-2001, §15 provides:
22 (A) The temperature maintained in each work area shall provide reasonable
23 comfort consistent with industry-wide standards for the nature of the process and
24 the work performed.
25 (B) If excessive heat or humidity is created by the work process, the employer
26 shall take all feasible means to reduce such excessive heat or humidity to a degree
27 providing reasonable comfort. Where the nature of the employment requires a
28 temperature of less than 60° F., a heated room shall be provided to which

employees may retire for warmth, and such room shall be maintained at not less than 68°.

(C) A temperature of not less than 68° shall be maintained in the toilet rooms, resting rooms, and change rooms during hours of use.

(D) Federal and State energy guidelines shall prevail over any conflicting provision of this section.

123. California law requires an employer to endeavor to provide a safe and healthy workplace. (California Code of Regulations, title 8, section 3203). Further, Labor Code section 6720 required the California Division of Occupational Safety and Health (“Cal/OSHA”) to propose an indoor heat illness standard by January 1, 2019. (Labor Code section 6720). Cal/OSHA’s draft standard applies its proposed regulations to “all indoor work areas where the temperature equals or exceeds 82 degrees Fahrenheit when employees are present.”

124. At times during the one (1) year prior to the filing of the initial PAGA Claim Notice, Defendants subjected Plaintiff and other current and former class members to excessive heat and/or humidity in the workplace resulting in temperatures equaling or exceeding eighty-two (82) degrees Fahrenheit.

125. In particular, Plaintiff alleges that Defendants’ facility where Plaintiff and other current and former aggrieved California-based hourly non-exempt employees worked, 13590 Beach Boulevard, Westminster, CA 92683, routinely experienced excessive heat above 82 degrees Fahrenheit during the months of June through September in addition at various points throughout the year. Further, Plaintiff alleges that Defendants failed to employ any type of effective cooling systems including, but not limited to, air conditioning systems, swamp fans, misters, or other cooling devices at the Defendants’ facility.

126. Plaintiff further alleges that other current and former aggrieved California-based hourly non-exempt employees often complained to Defendants’ management personnel about the excessive heat and asked that Defendants place additional and more effective cooling devices in the facility. Other than placing additional, ineffective floor fans in the facility, Defendants failed to take any measures to maintain facility temperatures to a reasonable comfort. For these reasons, at times

1 during the one (1) year prior to the filing of the initial PAGA Claim Notice
2 Defendants failed to provide Plaintiff and other class members with reasonable
3 comfort by maintaining the indoor temperature within the range of industry standards
4 through Defendants' policies, practices, and/or procedures including, but not limited
5 to, failing to provide adequate cooling and/or ventilation, in violation of Labor Code
6 section 1198 and Section 15 of the IWC Wage Order.

7 **ELEVENTH CAUSE OF ACTION**

8 ***Failure to Pay for Vacation Time (Labor Code §227.3)***

9 *(By Plaintiff and on Behalf of all Similarly Situated Class Members*

10 *Against All Defendants)*

11 127. Plaintiff and Class Members incorporate by reference and re-allege, as if fully stated
12 herein, the material allegations set forth in preceding paragraphs of this Complaint.

13 128. California Labor Code Section 227.3 requires that accrued vacation time be treated as
14 vested "wages" upon an employee's separation of employment for any reason. This must be
15 paid out at the employee's then regular rate of pay.

16 129. Defendants failed to accurately compensate Plaintiff and Class Members for their
17 vacation.

18 130. Plaintiff and Class Members have been damaged in a sum to be proven and request
19 relief as described below.

20 **TWELFTH CAUSE OF ACTION**

21 *Violation of California Business & Professions Code § 17200, et seq.*

22 *(By Plaintiff and on Behalf of all Similarly Situated Class Members, Against All Defendants)*

23 131. Plaintiff incorporates by reference and re-alleges, as if fully stated herein, the material
24 allegations set out in prior paragraphs of this complaint.

25 132. California Business & Professions Code Section 17200 prohibits unfair competition in
26 the form of any unlawful, unfair, or fraudulent business act or practice.

27 133. California Business & Professions Code Section 17204 allows "any person acting for the
28 interest of itself, its members or the general public" to prosecute a civil action for
violation of the UCL.

1 134. Beginning at an exact date unknown to Plaintiff, but at least four years prior to the filing
2 of this action, Defendants have improperly, fraudulently, and unlawfully failed to provide
3 Plaintiff and Class Members with meal and rest breaks, failed to provide compensation
4 for the missed meal and rest breaks, failed to provide compensation for all hours worked
5 and all wages earned, failed to pay compensation for all over-time hours worked, and
6 provided Plaintiff with inaccurate wage statements, failed to reimburse employees for
7 incurred business expenses and have thereby committed unlawful, unfair, and/or
8 fraudulent business acts and practices as defined by California Business & Professions
Code Section 17200, by engaging in the following:

- 9 i. Failing and refusing to provide meal periods and rest breaks to Plaintiff;
10 ii. Failing to pay all accrued meal period and rest break compensation to
11 Plaintiff;
12 iii. Failing to reimburse all business expenses;
13 iv. Failing to pay accurate final paycheck;
14 v. Failing to allow sick leave and illegally requiring medical proof;
15 vi. Failing to pay for all hours worked and pay for all overtime compensation to
16 Plaintiff; and
17 vii. Failing to maintain accurate payroll record and provide accurate itemized
wage statement to Plaintiff.

18 The violation of these laws serve as unlawful, unfair, and/or fraudulent predicate acts and
19 practices for purposes of California Business and Professions Code Section 17200.

20 135. As a direct and proximate result of Defendants' unlawful, unfair, and/or fraudulent acts
21 and practices described herein, Defendants have received and continue to hold ill-gotten
22 gains belonging to Plaintiff. As a direct and proximate result of Defendants' unlawful
23 business practices, Plaintiff have suffered economic injuries including, but not limited
24 to, compensation for missed meal periods and over-time hours worked. Defendants have
25 profited from their unlawful, unfair, and/or fraudulent acts and practices in failing to
26 provide meal period and rest break compensation to Plaintiff, as well as compensation
27 for over-time hours worked.
28

- 1 136. Plaintiff is entitled to restitution pursuant to California Business & Professions Code
2 Sections 17203 and 17208 for all meal period and rest break compensation, unpaid wages
3 and interest since four years prior to the filing of this action.
- 4 137. Plaintiff is entitled to enforce all applicable penalty provisions of the California Labor
5 Code pursuant to California Business & Professions Code Section 17202.
- 6 138. Plaintiff's success in this action will enforce important rights affecting the public interest.
7 In this regard, Plaintiff, sues on behalf of herself and the general public. Plaintiff seeks
8 and is entitled to unpaid compensation, declaratory and injunctive relief, civil penalties,
9 and any other appropriate remedy.
- 10 139. Injunctive relief is necessary and appropriate to prevent Defendants from continuing and
11 repeating their unlawful, unfair and fraudulent business acts and practices alleged above.
- 12 140. In order to prevent Defendants from profiting and benefitting from their wrongful and
13 illegal acts and continuing those acts, an order requiring Defendants to disgorge all the
14 profits and gains they have reaped and restore such profits and gains to the Plaintiff, from
15 whom they were unlawfully taken.
- 16 141. Plaintiff has assumed the responsibility of enforcement of the laws and lawful claims
17 specified herein. There is a financial burden incurred in pursuing this action, which is in
18 the public interest. Therefore, reasonable attorneys' fees are appropriate pursuant to Cal.
19 Code of Civil Procedure Section 1021.5.
- 20 142. By all of the said foregoing alleged conduct Defendants have committed, and are
21 continuing to commit, ongoing unlawful, unfair and fraudulent business practices within
22 the meaning of Cal. Business & Professions Code Section 17200, et seq.
- 23 143. As a direct and proximate result of the unfair business practices described above, Plaintiff
24 has suffered significant losses and Defendants have been unjustly enriched.
- 25 144. Pursuant to Cal. Business & Professions Code Section 17203, Plaintiff is entitled to: (a)
26 restitution of money acquired by Defendants by means of their unfair business practices,
27 in amounts not yet ascertained but to be ascertained at trial; (b) injunctive relief against
28 defendants' continuation of their unfair business practices, and (c) a declaration that
defendants' business practices are unfair within the meaning of the statute.

1 **THIRTEENTH CAUSE OF ACTION**

2 ***Civil Penalties Pursuant to Labor Code § 2699***

3 ***(PAGA penalties)***

4 *(By Plaintiff, as the representatives of Aggrieved Employees, Against all Defendants)*

5 145. Plaintiff incorporates by reference and re-allege, as if fully stated herein, the
6 material allegations set out in previous paragraphs of this Complaint.

7 146. Plaintiff on behalf of the people of the State of California and as “Aggrieved
8 Employees” acting as private attorney under the California Labor Code Private
9 Attorneys General Act of 2004, §2698, *et seq.*, brings this action, on a representative
10 basis. All current and former employees of Defendant within one year of serving
11 notice on the LWDA to the present are Aggrieved Employees.

12 147. Defendants failed to comply with Labor Code requirements due to erroneous,
13 willful and intentional employment practices and policies. Plaintiff brings this
14 representative action on behalf of himself, all other similarly situated aggrieved
15 employees, and the State of California, based upon the claims articulated below.
16 Plaintiff provided notice of the claims pursuant to § 2698 *et. seq.*, to the Labor and
17 Workforce and Development Agency (“LWDA”) as illustrated by the attached
18 Exhibit, the content of which is expressly incorporated herein. The LWDA has not
19 provided any notice to Plaintiff following the exhaustion of the 65-day notice period
20 required by 2699.3(a)(2)(B). Accordingly, Plaintiff now brings this Complaint for
21 civil penalties under the Private Attorneys General Act (“PAGA”), *Labor Code*
22 *§2698 et seq.*

23 148. As a result of the actions alleged herein, Plaintiff seeks penalties under Labor Code
24 sections 2698 and 2699 because of Defendants’ violation of Labor Code sections
25 98.6, 201-204, 210, 216, 218.5, 221, 225.5, 223, 226, 226(a), 226(b), 226.2, 226.3,
26 226.7, 226.8, 233, 234, 246, 256, 510-512, 551-553, 558, 558.1, 1174, 1174.5,
27 1193.6, 1194-1197.5, 1198-1199.5 and 2698-2699, 2699.5, 2802 and applicable
28 IWC, which call for civil penalties.

149. Plaintiff and Aggrieved Parties request for penalties pursuant to Labor Code § 2699:

- 1 A. As applicable, for civil penalties under Labor Code § 2699(f), for all violations
2 of the Labor Code except for those for which a civil penalty is specifically
3 provided, in the amount of one hundred dollars (\$100.00) for each aggrieved
4 employee per pay period for the initial violation; and two hundred dollars
5 (\$200.00) for each aggrieved employee per pay period for each subsequent
6 violation;
- 7 B. As applicable, civil penalties under Labor Code § 558 (in addition to and
8 entirely independent and apart from any other penalty provided in the Labor
9 Code), for violations of Labor Code sections 500-556, in the amount of \$50.00
10 for each underpaid aggrieved employee for each pay period the aggrieved
11 employee was underpaid in addition to an amount sufficient to recover
12 underpaid wages, and \$100.00 for each subsequent violation for each underpaid
13 employee for each pay period for which the employee was underpaid in
14 addition to an amount sufficient to recover underpaid wages;
- 15 C. As applicable, for civil penalties under Labor Code section 1197.1 (in addition
16 to and entirely independent and apart from any other penalty provided in the
17 Labor Code), for violations of Labor Code sections 1194 and 1197, in the
18 amount of \$100.00 for each underpaid aggrieved employee for each pay period
19 the aggrieved employee was intentionally underpaid in addition to an amount
20 sufficient to recover underpaid wages, and \$250.00 for each subsequent
21 violation for each underpaid aggrieved employees regardless of whether the
22 initial violation was intentionally committed in addition to an amount sufficient
23 to recover underpaid wages;
- 24 D. As applicable, for civil penalties under Labor Code § 210 (in addition to and
25 entirely independent and apart from any other penalty provided in the Labor
26 Code), for each employee who is/was not paid wages in accordance with Labor
27 Code §§ 201.3, 204, 204b, 204.1, 204.2, 205, 205.5 and 1197.5) in the amount
28 of a civil penalty of \$100.00 for each aggrieved employee per pay period for
each initial violation, and \$200.00 for each aggrieved employee per pay period
for each subsequent violation;

1 E. As applicable, for civil penalties under Labor Code § 226.3 (in addition to and
2 entirely independent and apart from any other penalty provided in the Labor
3 Code), for each violation of Labor Code § 226(a), in the amount of \$250.00 for
4 each aggrieved employee per pay period for each violation and \$1,000.00 for
5 each aggrieved employee per pay period for each subsequent violation; and
6 F. As applicable, for any and all additional civil penalties and sums as provided by
7 the Labor Code and/or other relevant statutes.

8 150. In addition, Plaintiff seeks seventy-five percent (75%) of all penalties obtained
9 under Labor Code section 2699 to be allocated to the LWDA, for education of
10 employers and employees about their rights and responsibilities under the Labor
11 Code, and twenty-five percent (25%) to Plaintiff and all other similarly situated
12 aggrieved employees.

13 151. Further, Plaintiff is entitled to recover reasonable attorneys' fees and costs pursuant
14 to Labor Code section 2699(g)(1) and any other applicable statute.

15 152. Labor Code section 2699.3 provides: "The aggrieved employee or representative
16 shall give written notice by certified mail to the Labor and Workforce Development
17 Agency and the employer of the specific provisions of this code alleged to have
18 been violated, including the facts and theories to support the alleged violation."

19 153. Plaintiff complied with Labor Code section 2699.3. Written notice was served on
20 Defendant in accordance with the provision of Section 2699.3, on January 11, 2024.
21 To date, the California Labor and Workforce Development Agency has not provided
22 Plaintiff with a notice of intent to investigate these violations, and more than 65
23 days have since passed from the postmark date of the notice provided by Plaintiff.
24 Attached to this complaint as **Exhibit "A"**, is a copy of the PAGA letter and the
25 proof of mailing. Moreover, Defendant has failed to provide Plaintiff with notice
26 that it has cured the violations, will cure the violations now, or will cure the
27 violations in the future. Consequently, pursuant to Labor Code section
28 2699.3(a)(2)(A), Plaintiff may proceed and file a complaint for penalties pursuant
to Labor Code section 2699.

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REQUEST FOR JURY TRIAL

Plaintiff and Class Members demand a trial by jury of all issues in this action triable by a jury, including but not limited to issues of liability and damages, except for the UCL and PAGA claims which are subject to a bench trial.

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PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of herself and the proposed Class, prays for judgment and the following specific relief against Defendants as follows:

1. That the Court certify the proposed Class and Subclasses, and any other class or subclasses as appropriate under California Code of Civil Procedure § 382
2. That Plaintiff be appointed as the Class Representative;
3. That The Law Offices of Farrah Mirabel be appointed as Class Counsel;
4. Unpaid wages and compensation, and statutory penalties, according to proof;
5. Preliminary and permanent injunctions enjoining and restraining Defendants from continuing the unfair and unlawful business practices set forth above, and requiring the establishment of appropriate and effective policies, procedures, and practices in place to prevent future violations, including the maintenance of records that comply with California Labor Code § 226 and the applicable Wage Order(s);
6. Declaratory relief;
7. Liquidated damages pursuant California Labor Code § 1194.2, for Defendants' violations of the minimum wage provisions of California Labor Code section 1197, according to proof;
8. Reasonable attorneys' fees and costs pursuant to, *inter alia*, California Labor Code §§ 218.5, 226, 1194, and 2802, and California Code of Procedure § 1021.5;
9. Interested accrued on damages and penalties, including pre-judgment interest, pursuant to, *inter alia*, California Labor Code §§ 218.6, 1194, 1197, and any other applicable statute;
10. Civil penalties pursuant to Labor Code §§ 551, 552 AND 558;
11. Civil damages and penalties pursuant to any and all applicable law;
12. Penalties pursuant to California Labor Code § 1198.5(k);
13. Exemplary and punitive damages;
14. For penalties under Labor Code §§ 2698-2699 and 2699.5;
15. For such other and further relief as the court deems just and proper.

1 DATED: October 22, 2024

2 **LAW OFFICES OF FARRAH MIRABEL**

3 BY: Farrah Mirabel
4 Farrah Mirabel, Esq.
5 ATTORNEYS FOR PLAINTIFF
6 DINH C TRUONG, as an individual
7 and on behalf of all others similarly situated
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EXHIBIT “A”

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Mr. John Oh
 RRL Corporation, dba Lexis of
 Westminster
 13590 Beach Blvd.
 Westminster, CA 92683



9590 9402 8329 3094 5587 29

2. Article Number (Transfer from service label)

9589 0710 5270 1160 9113 49

COMPLETE THIS SECTION ON DELIVERY

A. Signature

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[Signature]

☐ Agent

☒ Addressee

B. Received by (Printed Name)

Susan Montgomery

C. Date of Delivery

1/12

D. Is delivery address different from item 1?

If YES, enter delivery address below:

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☒ No

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Law Offices of Farrah Mirabel
1070 Stradella Rd
Los Angeles, CA 90077

Re: Employment Records for DINH C
Truong vs. RRL Corporation, dba
Hill's of Westminster

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

January 10, 2024

VIA CERTIFIED MAIL

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

Mr. John Oh
RRL CORPORATION, dba LEXUS OF WESTMINSTER
13590 Beach Blvd
Westminster, CA 92683

In Re PAGA NOTICE: DINH C TRUONG vs. RRL CORPORATION, dba LEXUS OF WESTMINSTER

Dear PAGA Administrator:

Our firm represents the interests of **DINH C TRUONG** (Plaintiff), former employee of **RRL CORPORATION, dba LEXUS OF WESTMINSTER** (referred to as the “Defendant”). Plaintiff was employed by Defendant since 2001 as a laborer/mechanic until January 2024.

The purpose of this notice is 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 §§ 1182.12, 1194, 1194.2 and 1197 (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 §§245, 246(a), 246.5, 248.1, 248.2, 248.5, 248.6 (Failure to Pay for Sick Days)
7. Violation of Labor Code §227.3 (Failure to pay vacation time)
8. Violation of Labor Code §§ 226, 1174, 1198.5 and 2810.5, (Failure to Keep Records, Improper Wage Statements)
9. Violation of Labor Code §§ 201-203 (Failure to Pay Wages Upon Separation)
10. Violation of Labor Code §2802 (Failure To Reimburse Required Business Expenses);
11. Violation of Labor Code §§1102-1102.5 (Retaliating Against “whistleblowing” Employees);
12. Violation of CA Labor Code § 3073.6 (Discrimination);
13. Violation of CA Labor Code § 6310 (Retaliatory termination);
14. Violation of CA Labor Code § 6311 (Dangerous work condition);
15. Violation of Work Order 4-2001, Paragraph 14 (Seats)

Civil Penalties Pursuant to Labor Code §§2698-2699 (PAGA penalties)

The purpose of this notice is to comply with the statutory exhaustion requirements of Labor Code section 2699.3 *et seq.* We request that your agency investigate the claims in this letter and the labor code and wage order violations as listed below.

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,” Plaintiff in an abundance of caution wish to provide as much information as possible, in connection with the PAGA case against Defendant. *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 CollJ.*, (C.D. Cal. Nov. 1, 2012) No. CV 08-07919 GAF P.JWX, 2012 WL 10890355, at *4. Plaintiff alleges that Defendant violated, without limitation, California Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226(e), 226.3, 226.7 510, 512, 2802, etc., and IWC Wage Order No. 4-2001 with respect to them and the other aggrieved employees.

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

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

Defendant failed to properly compute shift differential wages earned by Plaintiff and other Aggrieved Employees into their regular rate of pay for purposes of paying them meal and rest period premiums, overtime wages, and sick pay wages at the correct rates, in violation of Labor Code sections 226.7, 246, 510, 512, 558 and 1194. Defendant paid Plaintiff and other Aggrieved Employees shift differential wages; however, Defendant failed to properly blend these shift differential wages, and instead paid our Plaintiff and other Aggrieved Employees meal and rest period premiums, overtime wages, and sick pay wages based only on the base hourly rate of pay, thus depriving Plaintiff and other Aggrieved Employees of all meal and rest period premiums, overtime wages, and sick pay wages earned. This violates Labor Code 98 226.7, 240, 310, 312, 228 and 1194.

Plaintiff's meal periods were less than 30 minutes, Plaintiff had to work during the meal periods, so he could not take a 30 minute uninterrupted meal break.

Plaintiff and the other aggrieved employees were not paid for several of their sick days. Plaintiff was also required to provide a doctor's note in order to be paid for his sick days. Defendant underpaid sick pay earnings whenever non-discretionary incentive wages were paid within the same work week. Under Cal. Lab. Code § 245, *et seq.* sick pay must be: "[p]aid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek." Cal. Lab. Code § 226(1)(1) (emphasis added).

If Plaintiff or any employee was paid for sick days, it did not include all the enumeration and the compensation was inaccurate. Plaintiff alleges that Defendant, as a matter of policy and practice, consistently paid sick pay wages at an employee's base hourly rate, and not the regular rate.

Defendant failed to provide 80 hours of COVID-19 Supplemental Paid Sick leave and compensate aggrieved employees at their regular rate of pay for supplemental sick leave, i.e., their highest regular rate of pay, taking into consideration non-discretionary bonuses, etc., in violation of California Labor Code § 248.1(b)(3)(A) and §248.6. Defendant also failed to provide COVID-19 Supplemental Sick Leave to aggrieved employees in addition to regular sick leave, in violation of California Labor Code § 248.1(b)(2)(D). Defendant also failed to accurately reflect any offset and/or the current amount of COVID-19 Supplemental Sick Leave available to aggrieved employees on their wage statements, in violation of California Labor Code §§ 248.1(b)(2)(D), 248.2, 248.6 and for the reasons provided herein.

Plaintiff was not reimbursed for his expenses out of pocket to do his job.

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. For example, when an employee worked more than 10 hours a day, he was not allowed to take a second meal break. Plaintiff worked during the meal periods either under the direction and supervision of Defendant, or with Defendant's knowledge and consent.

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 did not include final wage rate, with shift differentials.

Plaintiff claims on his own behalf and also on behalf of all past and present employees that they worked in excess of 8 hours work shift and 40 hours 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 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 8 hours per work shift and beyond 40 hours 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. Also at times Plaintiff and the other aggrieved employees had to work more than 10 hours a day but did

not get a second meal break. As such, Defendant failed to pay for all the hours worked and all wages earned by Plaintiff.

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 their 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, 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 terminated Plaintiff but did not give him an accurate final paycheck. 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.

Plaintiff claims on his own behalf and also on behalf of all past and present employees that Defendant violates CA Labor Code § 3073.6 which states in pertinent part:

Every person who willfully discriminates in any recruitment or apprenticeship program on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as otherwise provided in Section 12940 of the Government Code, is guilty of a misdemeanor punishable by a fine of not more than one thousand dollars (\$1,000) or by imprisonment for not more than six months, or both.

Defendant discriminates against potential employees by only hiring younger employees who have no health issues even if they can perform the job duties of the available positions.

Plaintiff claims on his own behalf and also on behalf of all past and present employees that Defendant violates CA Labor Code § 6310 which states in pertinent part:

(b) Any employee who is discharged, threatened with discharge, demoted, suspended, or in any other manner discriminated against in the terms and conditions of employment by their employer because the employee has made a bona fide oral or written complaint to the division, other governmental agencies having statutory responsibility for or assisting the division with reference to employee safety or health, their employer, or their representative, of unsafe working conditions, or work practices, in their employment or place of employment, or has participated in an employer-employee occupational health and safety committee, shall be entitled to reinstatement and reimbursement for lost wages and work benefits caused by the acts of the employer. Any employer who willfully refuses to rehire, promote, or otherwise restore an employee or former employee who has been determined to be eligible for rehiring or promotion by a grievance procedure, arbitration, or hearing authorized by law, is guilty of a misdemeanor.

Defendant retaliates against employees for complaining about unsafe working conditions, or work practices, in their employment or place of employment.

Plaintiff claims on his own behalf and also on behalf of all past and present employees that Defendant violates CA Labor Code § 6311 which states in pertinent part:

No employee shall be laid off or discharged for refusing to perform work in the performance of which this code, including Section 6400, any occupational safety or health standard, or any safety order of the division or standards board will be violated, where the violation would create a real and apparent hazard to the employee or their fellow employees. Any employee who is laid off or discharged in violation of this section or is otherwise not paid because the employee refused to perform work in the performance of which this code, any occupational safety or health standard, or any safety order of the division or standards board will be violated and where the violation would create a real and apparent hazard to the employee or their fellow employees shall have a right of action for wages for the time the employee is without work as a result of the layoff or discharge.

Defendant retaliates against employees for refusing to perform work which would create a real and apparent hazard to the employee or their fellow employees.

Defendant systematically laid off long term employees for getting older and making complaints.

Section 14 of Wage Order 4-2001 states:

SEATS When the nature of the work reasonably permits the use of seats, suitable seats shall be provided for employees working on or at a machine.

Defendant refuses to provide its employees with seats even if the duties can be performed while employees are sitting.

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 2698, 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, 245, 246, 246.5, 248.1, 248.2, 248.5, 248.6, 351, 510-512, 551-552, 558, 558.1, 1102, 1102.5, 1174, 1174.5, 1182.12, 1193.6, 1194-1197.1, 1194.2 1198-1199.5 and 2698-2699, 2699.5, 2802, 2810.5, 3073.6, 6310 and 6311.**

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.

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 **February 29, 2024.**

Law Offices of Farrah Mirabel

Very truly yours,
LAW OFFICES OF FARRAH MIRABEL

/s/ Farrah Mirabel

Farrah Mirabel, Esq.