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UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

EDWIN MEJIA, individually, and on
behalf of other members of the
general public similarly situated, and
as an aggrieved employee pursuant to
the Private Attorneys General Act
("PAGA"),

Plaintiff,

vs.

COPART, INC., a Delaware
corporation; COPART
CATASTROPHE RESPONSE
FLEET LLC, a Delaware limited
liability company; COPART-
DALLAS, LLC, a California limited
liability company; COPART-
HOUSTON, LLC, a California
limited liability company and DOES
1 through 10, inclusive,

Defendants.

Case No.: 2:24-cv-01705-SPG-JC

**FIRST AMENDED CLASS ACTION
COMPLAINT & ENFORCEMENT
ACTION UNDER THE PRIVATE
ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE
§§ 2698, *ET SEQ.***

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 (Unpaid Minimum Wages);
- (3) Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 (Failure to Provide Meal Periods);
- (4) Violation of California Labor Code §§ 226.7, 516, and 1198 (Failure to Authorize and Permit Rest Periods);
- (5) Violation of California Labor Code §§ 226(a), 1174(d), and 1198 (Non-Compliant Wage Statements and Failure to Maintain Payroll Records);
- (6) Violation of California Labor Code §§ 201 and 202 (Wages Not Timely Paid Upon Termination);
- (7) Violation of California Labor Code § 204 (Failure to Timely Pay Wages During Employment);
- (8) Violation of California Labor Code § 2802 (Unreimbursed Business Expenses);

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- (9) Civil Penalties for Violations of California Labor Code, Pursuant to PAGA, §§ 2698, *et seq.*;
- (10) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unlawful Business Practices); and
- (11) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unfair Business Practices)

Jury Trial Demanded

1 Plaintiff Edwin Mejia, individually and on behalf of all other members of
2 the public similarly situated, and as an aggrieved employee and on behalf of all
3 aggrieved employees, alleges as follows:

4 JURISDICTION AND VENUE

5 1. This class action is brought pursuant to Rule 23 of the Federal Rules
6 of Civil Procedure to recover wages and all other available relief on behalf of
7 Plaintiff and all similarly situated current and former non-exempt, hourly paid
8 employees of Defendants, and a non-class representative enforcement action
9 brought pursuant to the Labor Code Private Attorneys General Act of 2004,
10 California Labor Code sections 2698, *et seq.* (“PAGA”) to recover civil penalties
11 and any other available relief on behalf of Plaintiff, the State of California, and
12 other current and former employees who worked for Defendants in California as
13 non-exempt, hourly paid employees and received at least one wage statement and
14 against whom one or more violations of any provision in Division 2 Part 2
15 Chapter 1 of the Labor Code or any provision regulating hours and days of work
16 in the applicable Industrial Welfare Commission (“IWC”) Wage Order were
17 committed, as set forth in this complaint.

18 2. This Court has original jurisdiction in this action pursuant to 28
19 U.S.C. § 1332(d) and based on 28 U.S.C. §§ 1441, 1446.

20 3. Venue is proper in this Court because this case was originally filed
21 in the Superior Court of California for the County of Los Angeles. Venue
22 properly lies in the United States District Court for the Central District of
23 California pursuant to 28 U.S.C. §§ 84(a), 1391(b), and 1441(a).

24 4. The PAGA statute authorizes aggrieved employees to sue directly as
25 the proxy of the State of California for civil penalties for violations of various
26 provisions in the California Labor Code.

27 THE PARTIES

28 5. Plaintiff Edwin Mejia is a resident of Simi Valley, in Ventura

1 County, California. Defendants employed Plaintiff as an hourly paid, non-
2 exempt employee from approximately January 2006 to August 2023. Plaintiff
3 worked for Defendants as a Forklift Driver at their facility in Van Nuys,
4 California. During his employment, Plaintiff typically worked eight (8) hours or
5 more per day and five (5) days or more per week. Plaintiff's primary job duties
6 included, without limitation, moving and loading vehicles, operating front-end
7 loaders and forklifts, maintaining facility vehicle documentation, and inspecting
8 assigned machines.

9 6. COPART, INC. was and is, upon information and belief, a Delaware
10 corporation, and at all times hereinafter mentioned, an employer whose
11 employees are engaged throughout this county and the State of California.

12 7. COPART CATASTROPHE RESPONSE FLEET LLC was and is,
13 upon information and belief, a Delaware limited liability company, and at all
14 times hereinafter mentioned, an employer whose employees are engaged
15 throughout this county and the State of California.

16 8. COPART-DALLAS, LLC was and is, upon information and belief,
17 a California limited liability company, and at all times hereinafter mentioned, an
18 employer whose employees are engaged throughout this county and the State of
19 California.

20 9. COPART-HOUSTON, LLC was and is, upon information and
21 belief, a California limited liability company, and at all times hereinafter
22 mentioned, an employer whose employees are engaged throughout this county
23 and the State of California.

24 10. Plaintiff is unaware of the true names or capacities of the
25 Defendants sued herein under the fictitious names DOES 1 through 10, but will
26 seek leave of this Court to amend the complaint and serve such fictitiously
27 named Defendants once their names and capacities become known.

28 11. Plaintiff is informed and believes, and thereon alleges, that DOES 1

1 through 10 were the partners, agents, owners, or managers of COPART, INC.;
2 COPART CATASTROPHE RESPONSE FLEET LLC; COPART-DALLAS,
3 LLC; and COPART-HOUSTON, LLC at all relevant times.

4 12. Plaintiff is informed and believes, and thereon alleges, that each and
5 all of the acts and omissions alleged herein was performed by, or is attributable
6 to COPART, INC.; COPART CATASTROPHE RESPONSE FLEET LLC;
7 COPART-DALLAS, LLC; COPART-HOUSTON, LLC and/or DOES 1 through
8 10 (collectively, “Defendants” or “COPART”), each acting as the agent,
9 employee, alter ego, and/or joint venturer of, or working in concert with, each of
10 the other co-Defendants and was acting within the course and scope of such
11 agency, employment, joint venture, or concerted activity with legal authority to
12 act on the others’ behalf. The acts of any and all Defendants were in accordance
13 with, and represent, the official policy of Defendants.

14 13. At all relevant times, Defendants, and each of them, ratified each
15 and every act or omission complained of herein. At all relevant times,
16 Defendants, and each of them, aided and abetted the acts and omissions of each
17 and all the other Defendants in proximately causing the damages herein alleged.

18 14. Plaintiff is informed and believes, and thereon alleges, that each of
19 said Defendants is in some manner intentionally, negligently, or otherwise
20 responsible for the acts, omissions, occurrences, and transactions alleged herein.

21 15. Under California law, Defendants are jointly and severally liable as
22 employers for the violations alleged herein because they have each exercised
23 sufficient control over the wages, hours, working conditions, and employment
24 status of Plaintiff and class members. Each Defendant had the power to hire and
25 fire Plaintiff and class members, supervised and controlled their work schedule
26 and/or conditions of employment, determined their rate of pay, and maintained
27 their employment records. Defendants suffered or permitted Plaintiff and class
28 members to work and/or “engaged” Plaintiff and class members so as to create a

1 common-law employment relationship. As joint employers of Plaintiff and class
2 members, Defendants are jointly and severally liable for the civil penalties and
3 all other relief available to Plaintiff and class members under the law.

4 16. Plaintiff is informed and believes, and thereon alleges, that at all
5 relevant times, Defendants, and each of them, have acted as joint employers with
6 respect to Plaintiff and class members because Defendants have:

- 7 (a) jointly exercised meaningful control over the work performed
8 by Plaintiff and class members;
- 9 (b) jointly exercised meaningful control over Plaintiff's and class
10 members' wages, hours, and working conditions, including
11 the quantity, quality standards, speed, scheduling, and
12 operative details of the tasks performed by Plaintiff and class
13 members;
- 14 (c) jointly required that Plaintiff and class members perform
15 work which is an integral part of Defendants' businesses; and
- 16 (d) jointly exercised control over Plaintiff and class members as a
17 matter of economic reality in that Plaintiff and class members
18 were dependent on Defendants, who shared the power to set
19 the wages of Plaintiff and class members and determined their
20 working conditions, and who jointly reaped the benefits from
21 the underpayment of their wages and noncompliance with
22 other statutory provisions governing their employment.

23 17. Plaintiff is informed and believes, and thereon alleges, that at all
24 relevant times there has existed a unity of interest and ownership between
25 Defendants such that any individuality and separateness between the entities has
26 ceased.

27 18. COPART, INC.; COPART CATASTROPHE RESPONSE FLEET
28 LLC; COPART-DALLAS, LLC; COPART-HOUSTON, LLC; and DOES 1

1 through 10 are therefore alter egos of each other.

2 19. Adherence to the fiction of the separate existence of Defendants
3 would permit an abuse of the corporate privilege, and would promote injustice
4 by protecting Defendants from liability for the wrongful acts committed by them
5 under the name COPART.

6 20. Plaintiff further alleges, upon information and belief, that
7 Defendants COPART, INC.; COPART CATASTROPHE RESPONSE FLEET
8 LLC; COPART-DALLAS, LLC; and COPART-HOUSTON, LLC are alter egos
9 of each other for the following reasons:

- 10 (a) According to COPART, INC.'s SEC Form 10-K filing for
11 2023¹, COPART CATASTROPHE RESPONSE FLEET LLC;
12 COPART-DALLAS, LLC; and COPART-HOUSTON, LLC
13 are subsidiaries of COPART, INC.;
- 14 (b) On the California Secretary of State's website
15 (<https://bizfileonline.sos.ca.gov/>), COPART, INC.; COPART
16 CATASTROPHE RESPONSE FLEET LLC; COPART-
17 DALLAS, LLC; and COPART-HOUSTON, LLC share the
18 same principal and mailing address, "14185 DALLAS
19 PARKWAY, SUITE 300, DALLAS, TX 75254";
- 20 (c) According to their most recent "Statement of Information"
21 forms filed with the California Secretary of State, COPART,
22 INC. and COPART CATASTROPHE RESPONSE FLEET
23 LLC share the officers and/or managers, including, but not
24 limited to, Jeffrey Liaw;
- 25 (d) According to their most recent "Statement of Information"
26 forms filed with the California Secretary of State, COPART-

27 ¹ 10-K Annual Report 09/28/2023, "Copt - All SEC Filings"
28 <https://www.copart.com/content/us/en/investor-relations/all-sec-filings> (last accessed January 25, 2024).

- 1 DALLAS, LLC; and COPART-HOUSTON, LLC share
2 managers, including, but not limited to, COPART, INC.;
- 3 (e) On the California Secretary of State’s website COPART,
4 INC.; COPART CATASTROPHE RESPONSE FLEET LLC;
5 COPART-DALLAS, LLC; and COPART-HOUSTON, LLC
6 share the same agent for service of process,
7 “CORPORATION SERVICE COMPANY WHICH WILL
8 DO BUSINESS IN CALIFORNIA AS CSC - LAWYERS
9 INCORPORATING SERVICE”; and
- 10 (f) On information and belief, COPART, INC.; COPART
11 CATASTROPHE RESPONSE FLEET LLC; COPART-
12 DALLAS, LLC; and COPART-HOUSTON, LLC utilize the
13 same standardized employment forms and issue the same
14 employment policies.

15 **GENERAL ALLEGATIONS**

16 21. Defendants provide online vehicle auction services and specialize in
17 the resale and remarketing of used, wholesale, and salvage title vehicles, with at
18 least 21 locations in California. Upon information and belief, Defendants
19 maintain a single, centralized Human Resources (“HR”) department at their
20 company headquarters in Dallas, Texas, which is responsible for the recruiting
21 and hiring of new employees, and communicating and implementing
22 Defendants’ company-wide policies, including timekeeping policies and meal
23 and rest period policies, to employees throughout California.

24 22. In particular, Plaintiff and class members, on information and belief,
25 received the same standardized documents and/or written policies. Upon
26 information and belief, the usage of standardized documents and/or written
27 policies, including new-hire documents, indicate that Defendants dictated
28 policies at the corporate level and implemented them company-wide, regardless

1 of their employees' assigned locations or positions. Upon information and
2 belief, Defendants set forth uniform policies and procedures in several
3 documents provided at an employee's time of hire.

4 23. Upon information and belief, Defendants maintain a centralized
5 Payroll department at their company headquarters in Dallas, Texas, which
6 processes payroll for all non-exempt, hourly paid employees working for
7 Defendants at their various locations in California, including Plaintiff and class
8 members. Based upon information and belief, Defendants issue the same
9 formatted wage statements to all non-exempt, hourly paid employees in
10 California, irrespective of their work locations. Upon information and belief,
11 Defendants process payroll for departing employees in the same manner
12 throughout the State of California, regardless of the manner in which each
13 employee's employment ends.

14 24. Defendants continue to employ non-exempt or hourly paid
15 employees in California.

16 25. Plaintiff is informed and believes, and thereon alleges, that at all
17 times herein mentioned, Defendants were advised by skilled lawyers and other
18 professionals, employees and advisors knowledgeable about California labor and
19 wage law, employment and personnel practices, and about the requirements of
20 California law.

21 26. Plaintiff is informed and believes, and thereon alleges, that Plaintiff
22 and class members were not paid for all hours worked because all hours worked
23 were not recorded.

24 27. Plaintiff is informed and believes, and thereon alleges, that
25 Defendants knew or should have known that Plaintiff and class members were
26 entitled to receive certain wages for overtime compensation and that they were
27 not receiving certain wages for overtime compensation.

28 28. Plaintiff is informed and believes, and thereon alleges, that

1 Defendants knew or should have known that Plaintiff and class members were
2 entitled to receive at least minimum wages for compensation and that they were
3 not receiving at least minimum wages for work that was required to be done off-
4 the-clock. In violation of the California Labor Code, Plaintiff and class members
5 were not paid at least minimum wages for work done off-the-clock.

6 29. Plaintiff is informed and believes, and thereon alleges, that
7 Defendants knew or should have known that Plaintiff and class members were
8 entitled to meal periods in accordance with the California Labor Code and
9 applicable IWC Wage Order or payment of one (1) additional hour of pay at their
10 regular rates of pay when they were not provided with timely, uninterrupted,
11 thirty (30) minute meal periods and that Plaintiff and class members were not
12 provided with all meal periods or payment of one (1) additional hour of pay at
13 their regular rates of pay when they did not receive a timely, uninterrupted, thirty
14 (30) minute meal period.

15 30. Plaintiff is informed and believes, and thereon alleges, that
16 Defendants knew or should have known that Plaintiff and class members were
17 entitled to rest periods in accordance with the California Labor Code and
18 applicable IWC Wage Order or payment of one (1) additional hour of pay at their
19 regular rates of pay when they were not authorized and permitted to take a
20 compliant rest period and that Plaintiff and class members were not authorized
21 and permitted to take compliant rest periods or provided with payment of one (1)
22 additional hour of pay at their regular rates of pay when they were not authorized
23 and permitted to take a compliant rest period.

24 31. Plaintiff is informed and believes, and thereon alleges, that
25 Defendants knew or should have known that Plaintiff and class members were
26 entitled to receive complete and accurate wage statements in accordance with
27 California law. In violation of the California Labor Code, Plaintiff and class
28 members were not provided complete and accurate wage statements.

1 32. Plaintiff is informed and believes, and thereon alleges, that
2 Defendants knew or should have known that they had a duty to maintain accurate
3 and complete payroll records in accordance with the California Labor Code and
4 applicable IWC Wage Order, but willfully, knowingly, and intentionally failed to
5 do so.

6 33. Plaintiff is informed and believes, and thereon alleges, that
7 Defendants knew or should have known that Plaintiff and class members were
8 entitled to timely payment of all wages earned upon termination of employment.
9 In violation of the California Labor Code, Plaintiff and class members did not
10 receive payment of all wages due, including, but not limited to, overtime wages,
11 minimum wages, and/or meal and rest period premiums, within permissible time
12 periods.

13 34. Plaintiff is informed and believes, and thereon alleges, that
14 Defendants knew or should have known that Plaintiff and class members were
15 entitled to timely payment of wages during their employment. In violation of the
16 California Labor Code, Plaintiff and class members did not receive payment of
17 all wages, including, but not limited to, overtime wages, minimum wages, and/or
18 meal and rest period premiums, within permissible time periods.

19 35. Plaintiff is informed and believes, and thereon alleges, that
20 Defendants knew or should have known that Plaintiff and class members were
21 entitled to receive full reimbursement for all business-related expenses and costs
22 they incurred during the course and scope of their employment and that they did
23 not receive full reimbursement of applicable business-related expenses and costs
24 incurred.

25 36. Plaintiffs are informed and believe, and thereon allege, that at all
26 times herein mentioned, that Defendants knew or should have known that they
27 had a duty to provide Plaintiff and class members with safety devices and
28 safeguards to protect their life, health, and safety in the workplace, but failed to

1 do so.

2 37. Plaintiff is informed and believes, and thereon alleges, that at all
3 times herein mentioned, Defendants knew or should have known that they had a
4 duty to compensate Plaintiff and class members for all hours worked, and that
5 Defendants had the financial ability to pay such compensation, but willfully,
6 knowingly, and intentionally failed to do so, and falsely represented to Plaintiff
7 and class members that they were properly denied wages, all in order to increase
8 Defendants' profits.

9 **PAGA REPRESENTATIVE ALLEGATIONS**

10 38. At all times herein set forth, PAGA provides that any provision of
11 law under the Labor Code and applicable IWC Wage Order that provides for a
12 civil penalty to be assessed and collected by the Labor and Workforce
13 Development Agency ("LWDA") for violations of the California Labor Code
14 and applicable IWC Wage Order may, as an alternative, be recovered by
15 aggrieved employees in a civil action brought on behalf of themselves and other
16 current or former employees pursuant to procedures outlined in California Labor
17 Code section 2699.3.

18 39. PAGA defines an "aggrieved employee" in Labor Code section
19 2699(c) as "any person who was employed by the alleged violator and against
20 whom one or more of the alleged violations was committed."

21 40. Plaintiff and other current and former employees of Defendants are
22 "aggrieved employees" as defined by Labor Code section 2699(c) in that they are
23 all Defendants' current or former employees and one or more of the alleged
24 violations were committed against them.

25 41. Pursuant to California Labor Code sections 2699.3 and 2699.5, an
26 aggrieved employee, including Plaintiff, may pursue a civil action arising under
27 PAGA after the following requirements have been met:

28 (a) The aggrieved employee or representative shall give written

1 notice by online filing with the LWDA and by certified mail
2 to the employer of the specific provisions of the California
3 Labor Code alleged to have been violated, including the facts
4 and theories to support the alleged violation.

5 (b) An aggrieved employee's notice filed with the LWDA
6 pursuant to 2699.3(a) and any employer response to that
7 notice shall be accompanied by a filing fee of seventy-five
8 dollars (\$75).

9 (c) The LWDA shall notify the employer and the aggrieved
10 employee or representative by certified mail that it does not
11 intend to investigate the alleged violation ("LWDA Notice")
12 within sixty (60) calendar days of the postmark date of the
13 aggrieved employee's notice. Upon receipt of the LWDA
14 Notice, or if no LWDA Notice is provided within sixty-five
15 (65) calendar days of the postmark date of the aggrieved
16 employee's notice, the aggrieved employee may commence a
17 civil action pursuant to California Labor Code section 2699 to
18 recover civil penalties.

19 42. Pursuant to California Labor Code section 2699.3(c), aggrieved
20 employees, through Plaintiff, may pursue a civil action arising under PAGA for
21 violations of any provision other than those listed in Section 2699.5 after the
22 following requirements have been met:

23 (a) The aggrieved employee or representative shall give written
24 notice by online filing with the LWDA and by certified mail
25 to the employer of the specific provisions of the California
26 Labor Code alleged to have been violated (other than those
27 listed in Section 2699.5), including the facts and theories to
28 support the alleged violation.

1 (b) An aggrieved employee's notice filed with the LWDA
2 pursuant to 2699.3(c) and any employer response to that
3 notice shall be accompanied by a filing fee of seventy-five
4 dollars (\$75).

5 (c) The employer may cure the alleged violation within thirty-
6 three (33) calendar days of the postmark date of the notice
7 sent by the aggrieved employee or representative. The
8 employer shall give written notice within that period of time
9 by certified mail to the aggrieved employee or representative
10 and by online filing with the LWDA if the alleged violation is
11 cured, including a description of actions taken, and no civil
12 action pursuant to Section 2699 may commence. If the
13 alleged violation is not cured within the 33-day period, the
14 aggrieved employee may commence a civil action pursuant to
15 Section 2699.

16 43. On February 27, 2024, Plaintiff provided written notice by online
17 filing to the LWDA and by Certified Mail to Defendants of the specific
18 provisions of the California Labor Code alleged to have been violated, including
19 facts and theories to support the alleged violations, in accordance with California
20 Labor Code section 2699.3. Plaintiff's written notice was accompanied with the
21 applicable filing fee of seventy-five dollars (\$75). The LWDA PAGA
22 Administrator confirmed receipt of Plaintiff's written notice and assigned
23 Plaintiff PAGA Case Number LWDA-CM-1013551-24. On February 28, 2024,
24 Plaintiff sent an amended written notice by online filing to the LWDA and by
25 certified mail to Defendants of the specific provisions of the California Labor
26 Code alleged to have been violated, supplementing and/or clarifying the facts
27 and theories to support the alleged violations set forth in his original LWDA
28 notice, in accordance with California Labor Code section 2699.3. True and

1 correct copies of Plaintiff's written notices to the LWDA and Defendants are
2 attached hereto as "Exhibit 1."

3 44. As of the filing date of this complaint, over 65 days have passed
4 since Plaintiff sent the LWDA notices described above, and the LWDA has not
5 responded that it intends to investigate Plaintiff's claims and Defendants have
6 not cured the violations.

7 45. Thus, Plaintiff has satisfied the administrative prerequisites under
8 California Labor Code sections 2699.3(a)-(c) to recover civil penalties against
9 Defendants for violations of California Labor Code sections 201, 202, 204,
10 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198,
11 2802, 6401, and 6403.

12 46. Labor Code section 558(a) provides "[a]ny employer or other person
13 acting on behalf of an employer who violates, or causes to be violated, a section
14 of this chapter or any provision regulating hours and days of work in any order
15 of the Industrial Welfare Commission shall be subject to a civil penalty as
16 follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid
17 employee for each pay period for which the employee was underpaid (2)
18 For each subsequent violation, one hundred dollars (\$100) for each underpaid
19 employee for each pay period for which the employee was underpaid"

20 Labor Code section 558(c) provides "[t]he civil penalties provided for in this
21 section are in addition to any other civil or criminal penalty provided by law."

22 47. Defendants, at all times relevant to this complaint, were employers
23 or persons acting on behalf of an employer(s) who violated Plaintiff's and other
24 aggrieved employees' rights by violating various sections of the California Labor
25 Code as set forth above.

26 48. As set forth below, Defendants have violated numerous provisions
27 of both the Labor Code sections regulating hours and days of work as well as the
28 applicable IWC Wage Order.

49. Pursuant to PAGA, and in particular, California Labor Code sections 2699(a), 2699.3(a)-(c), and 2699.5, and section 558, Plaintiff, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for himself, all other aggrieved employees, and the State of California against Defendants for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, 6401, and 6403.

CLASS ACTION ALLEGATIONS

50. Plaintiff brings this action on his own behalf, as well as on behalf of each and all other persons similarly situated, and thus seeks class certification under Rule 23 of the Federal Rules of Civil Procedure.

51. All claims alleged herein arise under California law for which Plaintiff seeks relief authorized by California law.

52. Plaintiff's proposed class consists of and is defined as follows:

All persons who worked for Defendants as non-exempt, hourly paid employees in California, within four years prior to the filing of the initial complaint until the date of trial ("Class").

53. Plaintiff's proposed subclass consists of and is defined as follows:

All persons who worked for Defendants as non-exempt, hourly paid employees in California and who received at least one wage statement within one (1) year prior to the filing of the initial complaint until the date of trial ("Subclass").

54. Members of the Class and Subclass are referred to herein as "class members."

55. Plaintiff reserves the right to redefine the Class and Subclass and to add additional subclasses as appropriate based on further investigation, discovery, and specific theories of liability.

56. This action is brought and properly may be maintained as a class action pursuant to the provisions of Federal Rules of Civil Procedure 23(a)(1)-(4)

1 and 23(b)(1), (b)(2), or (b)(3) and satisfies the requirements thereof.

2 57. According to Defendants' removal papers, there are at least 1,382
3 non-exempt, hourly paid employees who worked for Defendants across
4 California during the relevant period. Thus, it is reasonable to presume that the
5 members of the class are so numerous that joinder of all members is
6 impracticable. The disposition of their claims in a class action will provide
7 substantial benefits to the parties and the Court.

8 58. Plaintiff's claims are typical of those of the class members, because
9 Plaintiff suffered the violations set forth in this First Amended Complaint.

10 59. Plaintiff will adequately protect the interests of class members.
11 Plaintiff has no interests that are adverse to or conflict with class members and is
12 committed to the vigorous prosecution of this action. To that end, Plaintiff has
13 retained counsel who is competent and experienced in handling class actions on
14 behalf of employees.

15 60. A class action is superior to all other available methods for the fair
16 and efficient adjudication of this controversy since joinder of all members is
17 impracticable. Furthermore, as the amount suffered by individual class members
18 may be relatively small, the expense and burden of individual litigation make it
19 impossible for members of the Class to individually redress the wrongs done to
20 them. There will be no difficulty in the management of this case as a class
21 action.

22 61. There are common questions of law and fact as to class members
23 that predominate over questions affecting only individual members, including,
24 but not limited to:

- 25 (a) Whether Defendants required Plaintiff and class members to
26 work over eight (8) hours per day, over twelve (12) hours per
27 day, or over forty (40) hours per week and failed to pay all
28 legally required overtime compensation to Plaintiff and class

members;

- (b) Whether Defendants failed to pay Plaintiff and class members at least minimum wages for all hours worked;
- (c) Whether Defendants failed to provide Plaintiff and class members with meal periods;
- (d) Whether Defendants failed to authorize and permit Plaintiff and class members to take rest periods;
- (e) Whether Defendants provided Plaintiff and class members with complete and accurate wage statements as required by California Labor Code section 226(a);
- (f) Whether Defendants maintained accurate payroll records as required by California Labor Code section 1174(d);
- (g) Whether Defendants failed to pay earned overtime wages, minimum wages, and/or meal and rest period premiums due to Plaintiff and class members upon their discharge;
- (h) Whether Defendants failed timely to pay overtime wages, minimum wages, and/or meal and rest period premiums due to Plaintiff and class members during their employment;
- (i) Whether Defendants failed to reimburse Plaintiff and class members for necessary and required business-related expenditures and/or losses incurred by them in the scope of their employment;
- (j) Whether Defendants failed to provide Plaintiff and class members with safety devices and safeguards, such as personal protective equipment;
- (k) Whether Defendants engaged in unlawful and unfair business practices in violation of California Business & Professions Code sections 17200, *et seq.*; and

(l) The appropriate amount of damages, restitution, or monetary penalties resulting from Defendants' violations of California law.

FIRST CAUSE OF ACTION

Violation of California Labor Code §§ 510 and 1198—Unpaid Overtime (Against all Defendants)

62. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

63. Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable IWC Wage Order. California Labor Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.”

64. California Labor Code section 1198 and the applicable IWC Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person's regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

65. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiff and class members working more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time and one-half (1 ½) for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

66. The applicable IWC Wage Order further provides that Defendants are and were required to pay Plaintiff and class members working more than twelve (12) hours in a day, overtime compensation at a rate of two (2) times their regular rate of pay. An employee's regular rate of pay includes all remuneration

1 for employment paid to, or on behalf of, the employee, including
2 nondiscretionary bonuses and incentive pay.

3 67. California Labor Code section 510 codifies the right to overtime
4 compensation at one and one-half (1 ½) times the regular rate of pay for hours
5 worked in excess of eight (8) hours in a day or forty (40) hours in a week or for
6 the first eight (8) hours worked on the seventh (7th) day of work, and to overtime
7 compensation at twice the employee's regular rate of pay for hours worked in
8 excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on
9 the seventh (7th) day of work.

10 68. During the relevant time period, Defendants willfully failed to pay
11 all overtime wages owed to Plaintiff and class members. During the relevant
12 time period, Plaintiff and class members were not paid overtime premiums for all
13 of the hours they worked in excess of eight (8) hours in a day, in excess of
14 twelve (12) hours in a day, and/or in excess of forty (40) hours in a week,
15 because all hours worked were not recorded.

16 69. First, during the relevant time period, Defendants had, and continue
17 to have, a company-wide policy and/or practice of discouraging and impeding
18 Plaintiff and class members from recording hours worked that were outside of
19 their scheduled shifts in order to limit the amount of overtime employees could
20 accrue. On information and belief, this policy of limiting overtime, coupled with
21 Defendants' practices of understaffing and assignment of heavy workloads (*see*
22 *infra*), led Plaintiff and class members to work off-the-clock outside of their
23 scheduled shift times in order to complete their assigned tasks.

24 70. For example, when Plaintiff arrived to work early, Defendants'
25 management required him to unlock the yard gates for vehicles to enter the
26 facility, but he was not permitted to clock in before his scheduled shift start-time.
27 As another example, Defendants required Plaintiff and class members to
28 complete mandatory trainings, but did not permit them to complete them during

1 their shifts. As a result, Plaintiff was required to complete the trainings while he
2 was at home, which took about one (1) hour to complete each instance. Thus,
3 Defendants failed to track all of the time that employees spent performing work-
4 related tasks outside of their shifts, and Plaintiff and class members received no
5 compensation for this time.

6 71. Second, during the relevant time period, Defendants had, and
7 continue to have, company-wide policies and/or practices of understaffing their
8 locations while assigning heavy workloads, including pressuring employees to
9 meet productivity requirements. Defendants' policies and/or practices resulted
10 in a failure to provide Plaintiff and class members with adequate meal period
11 coverage, and thus, Plaintiff and class members were not always afforded
12 uninterrupted 30-minute meal periods during shifts when they were entitled to
13 receive a meal period. Defendants also had a practice of failing to schedule meal
14 periods which, in conjunction with the assignment of heavy workloads, further
15 caused Plaintiff and class members to not be relieved of their duties for
16 compliant meal periods. For example, Defendants' managers interrupted or cut
17 short Plaintiff's and class members' meal periods regularly to discuss work
18 assignments or to move cars for clients who were waiting at the yard.

19 72. Third, on information and belief, because Defendants frowned upon
20 employees accruing meal period penalties, Defendants' management pressured
21 Plaintiff and class members to clock out for meal periods to reflect compliant
22 meal periods, on threat of discipline, regardless of whether they had received a
23 compliant meal period or not, in order to strictly limit meal penalties that would
24 need to be paid by Defendants. Thus, Defendants did not record all hours
25 worked during meal periods, and Plaintiff and class members performed work
26 during meal periods for which they were not paid.

27 73. Defendants knew or should have known that as a result of these
28 company-wide practices and/or policies, Plaintiff and class members were

1 performing their assigned duties off-the-clock before and after their shifts and
2 during meal periods, and were suffered or permitted to perform work for which
3 they were not paid. Because Plaintiff and class members sometimes worked
4 shifts of eight (8) hours or more a day, or forty (40) hours a week or more, some
5 of this off-the-clock work qualified for overtime premium pay. Therefore,
6 Plaintiff and class members were not paid overtime wages for all of the overtime
7 hours they actually worked.

8 74. Defendants' failure to pay Plaintiff and class members the balance
9 of overtime compensation as required by California law, violates the provisions
10 of California Labor Code sections 510 and 1198. Pursuant to California Labor
11 Code section 1194, Plaintiff and class members are entitled to recover from
12 Defendants their unpaid overtime compensation, as well as interest, costs, and
13 attorneys' fees.

14 **SECOND CAUSE OF ACTION**

15 **Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and** 16 **1198—Unpaid Minimum Wages** 17 **(Against all Defendants)**

18 75. Plaintiff incorporates by reference and re-alleges as if fully stated
19 herein each and every allegation set forth above.

20 76. At all relevant times, California Labor Code sections 1182.12, 1194,
21 1197, 1197.1, and 1198 provide that the minimum wage for employees fixed by
22 the IWC is the minimum wage to be paid to employees, and the payment of a
23 wage less than the minimum so fixed is unlawful. Compensable work time is
24 defined in IWC Wage Order No. 7-2001 as "the time during which an employee
25 is subject to the control of an employer, and includes all the time the employee is
26 suffered or permitted to work, whether or not required to do so." Cal. Code
27 Regs. tit. 8, § 11070(2)(G) (defining "Hours Worked").

28 77. First, as stated above, as a result of Defendants' policy of limiting

1 the amount of overtime employees could accrue, Defendants required Plaintiff
2 and class members to complete various tasks off-the-clock, including performing
3 work-related duties before their scheduled shifts and completing mandatory
4 online trainings at home. Defendants failed to track this time Plaintiff and class
5 members spent working off-the-clock, and Plaintiff and class members received
6 no compensation for this time.

7 78. Second, as stated above, due to Defendants' policies and/or
8 practices of understaffing their facilities while assigning heavy workloads,
9 including productivity requirements, and failing to schedule meal periods,
10 Plaintiff and class members were impeded from taking all uninterrupted meal
11 periods to which they were entitled and were required to work off-the-clock
12 during meal periods, have their meal periods interrupted, and/or were otherwise
13 not relieved of all duties during unpaid meal periods. Moreover, as stated, on
14 information and belief, because Defendants frowned upon employees accruing
15 meal period penalties, Defendants' managers pressured Plaintiff and class
16 members to clock out for meal periods to reflect compliant meal periods, even
17 when they did not receive a compliant meal period. Thus, Defendants failed to
18 pay Plaintiff and class members for actual hours worked during unpaid meal
19 periods because these hours were not always correctly recorded.

20 79. Defendants did not pay minimum wages for all hours worked by
21 Plaintiff and class members. To the extent that these off-the-clock hours did not
22 qualify for overtime premium payment, Defendants did not pay at least minimum
23 wages for those hours worked off-the-clock in violation of California Labor
24 Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

25 80. Defendants' failure to pay Plaintiff and class members minimum
26 wages violates California Labor Code sections 1182.12, 1194, 1197, 1197.1, and
27 1198. Pursuant to California Labor Code section 1194.2, Plaintiff and class
28 members are entitled to recover from Defendants liquidated damages in an

1 amount equal to the wages unlawfully unpaid and interest thereon.

2 **THIRD CAUSE OF ACTION**

3 **Violations of California Labor Code §§ 226.7, 512(a), 516, and 1198—Meal**

4 **Period Violations**

5 **(Against all Defendants)**

6 81. Plaintiff incorporates by reference and re-alleges as if fully stated
7 herein each and every allegation set forth above.

8 82. At all relevant times herein set forth, California Labor Code section
9 512(a) provides that an employer may not require, cause, or permit an employee
10 to work for a period of more than five (5) hours per day without providing the
11 employee with a meal period of not less than thirty (30) minutes, except that if
12 the total work period per day of the employee is not more than six (6) hours, the
13 meal period may be waived by mutual consent of both the employer and the
14 employee. Under California law, first meal periods must start after no more than
15 five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042
16 (2012).

17 83. At all relevant times herein set forth, California Labor Code sections
18 226.7, 512(a), 516, and 1198 provide that no employer shall require an employee
19 to work during any meal period mandated by an applicable order of the IWC.

20 84. At all relevant times herein set forth, Labor Code sections 226.7 and
21 512(a), and the applicable IWC Wage Order also require employers to provide a
22 second meal period of not less than thirty (30) minutes if an employee works
23 over ten (10) hours per day or to pay an employee one (1) additional hour of pay
24 at the employee's regular rate, except that if the total hours worked is no more
25 than twelve (12) hours, the second meal period may be waived by mutual
26 consent of the employer and the employee only if the first meal period was not
27 waived.

28 85. First, as stated, Defendants had, and continue to have, company-

1 wide policies and/or practices of understaffing while assigning heavy workloads,
2 including pressuring employees to meet productivity expectations, which has
3 resulted in a lack of meal period coverage and prevented Plaintiff and class
4 members from taking all timely, uninterrupted meal periods to which they were
5 entitled. Further, as stated, Defendants had a company-wide practice and/or
6 policy of failing to schedule meal periods, which further caused Plaintiff and
7 class members to not be relieved of their duties for compliant meal periods.

8 86. As a result, Plaintiff and class members had to work through all or
9 part of their meal periods, had their meal periods interrupted, and/or had to wait
10 extended periods of time before taking meal periods. For example, as stated,
11 Plaintiff had his meal periods interrupted by managers requiring him to complete
12 work assignments such as moving vehicles and inspecting machines.
13 Additionally, Plaintiff sometimes missed his meal periods entirely or took his
14 meal periods late, after the fifth hour of work, due to the lack of meal period
15 coverage.

16 87. Second, as stated above, on information and belief, because
17 Defendants frowned upon employees accruing meal period penalties,
18 Defendants' management pressured Plaintiff and class members to clock out for
19 meal periods to reflect compliant meal periods, even when they did not receive a
20 compliant meal period. For example, Plaintiff was required to clock out for his
21 meal periods to record that he had received compliant meal periods on shifts
22 when he had not, in fact, received these timely, uninterrupted meal periods.

23 88. Third, Defendants did not provide Plaintiff and class members with
24 second 30-minute meal periods on days that they worked in excess of ten (10)
25 hours in one day. During his employment, Plaintiff worked shifts in excess of
26 ten (10) or more hours per day but was never provided a second 30-minute meal
27 period. Plaintiff and class members did not sign valid meal period waivers on
28 days that they were entitled to meal periods and were not relieved of all duties.

1 89. At all times herein mentioned, Defendants knew or should have
2 known that, as a result of these policies, Plaintiff and class members were
3 prevented from being relieved of all duties and required to perform some of their
4 assigned duties during meal periods. Defendants further knew or should have
5 known that Defendants did not pay Plaintiff and class members meal period
6 premiums when meal periods were missed, shortened, interrupted, and/or late.

7 90. Moreover, Defendants engaged in a company-wide practice and/or
8 policy of not paying meal period premiums owed when compliant meal periods
9 are not provided. Because of this practice and/or policy, Plaintiff and class
10 members have not received premium pay for all missed, late, and interrupted
11 meal periods. As a result, Defendants failed to provide Plaintiff and class
12 members compliant meal periods in violation of California Labor Code sections
13 226.7, 512(a), and 516 and failed to pay the full meal period premiums due.

14 91. Defendants' conduct violates the applicable IWC Wage Order, and
15 California Labor Code sections 226.7, 512(a), 516, and 1198. Plaintiff and class
16 members are therefore entitled to recover from Defendants one (1) additional
17 hour of pay at the employee's regular rate of compensation for each work day
18 that the meal period was not provided.

19 **FOURTH CAUSE OF ACTION**

20 **Violation of California Labor Code §§ 226.7, 516, and 1198—Rest Period**
21 **Violations**
22 **(Against all Defendants)**

23 92. Plaintiff incorporates by reference and re-alleges as if fully stated
24 herein each and every allegation set forth above.

25 93. At all relevant times herein set forth, the applicable IWC Wage
26 Order and California Labor Code sections 226.7, 516, and 1198 were applicable
27 to Plaintiff's and class members' employment by Defendants.

28 94. At all relevant times, the applicable IWC Wage Order provides that

1 “[e]very employer shall authorize and permit all employees to take rest periods,
2 which insofar as practicable shall be in the middle of each work period” and that
3 the “rest period time shall be based on the total hours worked daily at the rate of
4 ten (10) minutes net rest time per four (4) hours or major fraction thereof” unless
5 the total daily work time is less than three and one-half (3 ½) hours.

6 95. At all relevant times, California Labor Code section 226.7 provides
7 that no employer shall require an employee to work during any rest period
8 mandated by an applicable order of the California IWC. To comply with its
9 obligation to authorize and permit rest periods under California Labor Code
10 section 226.7 and the applicable IWC Wage Order, an employer must “relinquish
11 any control over how employees spend their break time, and relieve their
12 employees of all duties—including the obligation that an employee remain on
13 call. A rest period, in short, must be a period of rest.” *Augustus v. ABM Security*
14 *Services, Inc.*, 2 Cal. 5th 257, 273 (2016). Pursuant to the applicable IWC Wage
15 Order and California Labor Code section 226.7(c), Plaintiff and class members
16 are entitled to recover from Defendants one (1) additional hour of pay at their
17 regular rates of pay for each work day that a required rest period was not
18 authorized and permitted.

19 96. During the relevant time period, Defendants regularly failed to
20 authorize and permit Plaintiff and class members to take a ten (10) minute rest
21 period per each four (4) hour period worked or major fraction thereof. As with
22 meal periods, Defendants’ company-wide practices, including understaffing,
23 assigning heavy workloads, and implementing productivity expectations,
24 prevented Plaintiff and class members from being relieved of all duty to take rest
25 periods. Additionally, Defendants failed to adhere to a schedule for rest periods,
26 which, coupled with Defendants’ failure to provide adequate rest period
27 coverage, further led to Plaintiff and class members not being authorized and
28 permitted to take rest periods.

1 97. Furthermore, on information and belief Defendants maintained and
2 implemented a company-wide on-premises rest period policy, which effectively
3 required that Plaintiff and class members remain on the premises during their
4 rest periods. Because Plaintiff and class members were restricted from leaving
5 Defendants' premises during rest periods, they were denied the ability to use
6 their rest periods freely for their own purposes, such as completing personal
7 errands. Thus, Defendants effectively maintained control over Plaintiff and class
8 members during rest periods.

9 98. As a result of Defendants' practices and policies, Plaintiff and class
10 members worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in
11 excess of 10 hours without receiving all uninterrupted rest periods to which they
12 were entitled. For example, Plaintiff missed his rest periods or had his rest periods
13 interrupted several times a week by management who required him to return to
14 work because the yard was busy.

15 99. Defendants have also engaged in a company-wide practice and/or
16 policy of not paying rest period premiums owed when compliant rest periods are
17 not authorized and permitted. Because of this practice and/or policy, Plaintiff
18 and class members have not received premium pay for all missed rest periods.

19 100. Defendants' conduct violates the applicable IWC Wage Order and
20 California Labor Code sections 226.7, 516, and 1198. Plaintiff and class
21 members are therefore entitled to recover from Defendants one (1) additional
22 hour of pay at the employee's regular rate of compensation for each work day
23 that a compliant rest period was not authorized and permitted.

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FIFTH CAUSE OF ACTION

Violation of California Labor Code §§ 226(a), 1174(d), and 1198—Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records
(Against all Defendants)

101. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

102. At all relevant times herein set forth, California Labor Code section 226(a) provides that every employer shall furnish each of his or her employees an accurate and complete itemized wage statement in writing, including, but not limited to, the name and address of the legal entity that is the employer, the inclusive dates of the pay period, total hours worked, and all applicable rates of pay.

103. At all relevant times, Defendants have knowingly and intentionally provided Plaintiff and Subclass members with uniform, incomplete, and inaccurate wage statements. For example, Defendants issued uniform wage statements to Plaintiff and Subclass members that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages, and the corresponding number of hours worked at each hourly rate. Specifically, Defendants violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

104. Because Defendants did not record the time Plaintiff and Subclass members spent working off the clock and deducted time from their records for meal periods that were interrupted and/or missed (and therefore time for which they should have been paid), Defendants did not list the correct amount of gross wages and net wages earned by Plaintiff and Subclass members in compliance with sections 226(a)(1) and 226(a)(5). For the same reason, Defendants failed to accurately list the total number of hours worked by Plaintiff and Subclass

1 members, in violation of section 226(a)(2), and failed to list the applicable
2 hourly rates of pay in effect during the pay period and the corresponding
3 accurate number of hours worked at each hourly rate, in violation of section
4 226(a)(9).

5 105. The wage statement deficiencies also include, among other things,
6 failing to list the number of piece-rate units earned and any applicable piece rate
7 if the employee is paid on a piece-rate basis; failing to list all deductions; failing
8 to list the inclusive dates of the period for which employees were paid; failing to
9 list the name of the employee and only the last four digits of his or her social
10 security number or an employee identification number other than a social
11 security number; failing to list the name and address of the legal entity that is the
12 employer; and/or failing to state all hours worked as a result of not recording or
13 stating hours worked off-the-clock.

14 106. California Labor Code section 1174(d) provides that “[e]very person
15 employing labor in this state shall . . . [k]eep a record showing the names and
16 addresses of all employees employed and the ages of all minors” and “[k]eep, at
17 a central location in the state or at the plants or establishments at which
18 employees are employed, payroll records showing the hours worked daily by and
19 the wages paid to, and the number of piece-rate units earned by and any
20 applicable piece rate paid to, employees employed at the respective plants or
21 establishments” At all relevant times, and in violation of Labor Code
22 section 1174(d), Defendants willfully failed to maintain accurate payroll records
23 for Plaintiff and Subclass members showing the daily hours they worked and the
24 wages paid thereto as a result of failing to record the off-the-clock hours that
25 they worked.

26 107. California Labor Code section 1198 provides that the maximum
27 hours of work and the standard conditions of labor shall be those fixed by the
28 Labor Commissioner and as set forth in the applicable IWC Wage Order.

1 Section 1198 further provides that “[t]he employment of any employees for
2 longer hours than those fixed by the order or under conditions of labor prohibited
3 by the order is unlawful.” Pursuant to the applicable IWC Wage Order,
4 employers are required to keep accurate time records showing when the
5 employee begins and ends each work period and meal period. During the
6 relevant time period, Defendants engaged in company-wide practices and/or
7 policies of failing to record actual hours worked, and thereby failed to keep
8 accurate records of work period and meal period start and end times for Plaintiff
9 and Subclass members, in violation of section 1198. Also, in light of
10 Defendants’ failure to provide Plaintiff and Subclass members with second 30-
11 minute meal periods to which they were entitled, Defendants kept no records of
12 meal start and end times for second meal periods.

13 108. Plaintiff and Subclass members are entitled to recover from
14 Defendants the greater of their actual damages caused by Defendants’ failure to
15 comply with California Labor Code section 226(a), or an aggregate penalty not
16 exceeding four thousand dollars (\$4,000) per employee.

17 **SIXTH CAUSE OF ACTION**

18 **Violation of California Labor Code §§ 201 and 202—Wages Not Timely** 19 **Paid Upon Termination** 20 **(Against all Defendants)**

21 109. Plaintiff incorporates by reference and re-alleges as if fully stated
22 herein each and every allegation set forth above.

23 110. This cause of action is dependent upon, and wholly derivative of,
24 the overtime wages, minimum wages, and/or meal and rest period premiums that
25 were not timely paid to Plaintiff those class members no longer employed by
26 Defendants upon their termination.

27 111. At all times relevant herein set forth, Labor Code sections 201 and
28 202 provide that if an employer discharges an employee, the wages earned and

1 unpaid at the time of discharge are due and payable immediately, and that if an
2 employee voluntarily leaves his or her employment, his or her wages shall
3 become due and payable not later than seventy-two (72) hours thereafter, unless
4 the employee has given seventy-two (72) hours previous notice of his or her
5 intention to quit, in which case the employee is entitled to his or her wages at the
6 time of quitting.

7 112. Defendants willfully failed to pay Plaintiff and class members who
8 are no longer employed by Defendants the earned and unpaid wages set forth
9 above, including, but not limited to, overtime wages, minimum wages, and/or
10 meal and rest period premiums, either at the time of discharge, or within seventy-
11 two (72) hours of their leaving Defendants' employ.

12 113. Defendants' failure to pay Plaintiff and class members who are no
13 longer employed by Defendants their wages earned and unpaid at the time of
14 discharge, or within seventy-two (72) hours of their leaving Defendants' employ,
15 violates Labor Code sections 201 and 202. Plaintiff and class members are
16 therefore entitled to recover from Defendants the statutory penalty wages for
17 each day they were not paid, at their regular rate of pay, up to a thirty (30) day
18 maximum pursuant to California Labor Code section 203.

19 **SEVENTH CAUSE OF ACTION**

20 **Violation of California Labor Code § 204—Failure to Timely Pay Wages**
21 **During Employment**
22 **(Against all Defendants)**

23 114. Plaintiff incorporates by reference and re-alleges as if fully stated
24 herein each and every allegation set forth above.

25 115. This cause of action is dependent upon, and wholly derivative of,
26 the overtime wages, minimum wages, and/or meal and rest period premiums that
27 were not timely paid to Plaintiff and class members during their employment.

28 116. At all times relevant herein set forth, Labor Code section 204

1 provides that all wages earned by any person in any employment between the
2 first (1st) and the fifteenth (15th) days, inclusive, of any calendar month, other
3 than those wages due upon termination of an employee, are due and payable
4 between the sixteenth (16th) and the twenty-sixth (26th) day of the month during
5 which the labor was performed.

6 117. At all times relevant herein, Labor Code section 204 provides that
7 all wages earned by any person in any employment between the sixteenth (16th)
8 and the last day, inclusive, of any calendar month, other than those wages due
9 upon termination of an employee, are due and payable between the first (1st) and
10 the tenth (10th) day of the following month.

11 118. At all times relevant herein, Labor Code section 204 provides that
12 all wages earned for labor in excess of the normal work period shall be paid no
13 later than the payday for the next regular payroll period. Alternatively, at all
14 times relevant herein, Labor Code section 204 provides that the requirements of
15 this section are deemed satisfied by the payment of wages for weekly, biweekly,
16 or semimonthly payroll if the wages are paid not more than seven (7) calendar
17 days following the close of the payroll period.

18 119. During the relevant time period, Defendants willfully failed to pay
19 Plaintiff and class members all wages due including, but not limited to, overtime
20 wages, minimum wages, and/or meal and rest period premiums, within the time
21 periods specified by California Labor Code section 204.

22 120. Defendants' failure to pay Plaintiff and class members all wages due
23 violates Labor Code section 204. Plaintiff and class members are therefore
24 entitled to recover from Defendants the statutory penalty wages pursuant to
25 California Labor Code section 210.

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EIGHTH CAUSE OF ACTION

**Violation of California Labor Code § 2802—Unpaid Business-Related
Expenses
(Against all Defendants)**

121. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above. At all times herein set forth, California Labor Code section 2802 provides that an employer must reimburse employees for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order No. 7-2001, provides that: “[w]hen the employer requires the use of tools or equipment or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may provide and maintain hand tools and equipment customarily required by the trade or craft.” IWC Wage Order No. 7-2001 further provides that: “[w]hen uniforms are required by the employer to be worn by the employee as a condition of employment, such uniforms shall be provided and maintained by the employer.”

122. First, during the relevant time period, Defendants required Plaintiff and class members to use their personal mobile devices, including, but not limited to, cellular phones, and/or mobile data to carry out their job duties but failed to reimburse them for the costs of their work-related mobile device and/or mobile data expenses. For example, Plaintiff was required to use his personal cellular phone to communicate with his managers to discuss work-related issues and take pictures of damaged vehicles. Although Defendants required Plaintiff

1 and class members to use their personal mobile devices and mobile data to carry
2 out their work-related duties, Defendants failed to reimburse them for their costs
3 incurred.

4 123. Second, during the relevant time period, Defendants had a company-
5 wide policy of requiring Plaintiff and class members to wear uniforms bearing
6 the company name and logo. Due to the nature of his work, Plaintiff's uniform
7 items would become stained with grease, sweat, soiled, and/or acquire an
8 unpleasant odor such that he was unable to mix these clothes in with other
9 laundry. As a result, Plaintiff had to wash his uniform items separately from his
10 regular clothing, thus incurring additional laundry expenses for the upkeep of his
11 uniforms. Thus, Defendants failed to maintain uniforms they required Plaintiff
12 and class members to wear during their shifts and forced them to incur the cost
13 of maintaining employee uniforms.

14 124. Third, during the relevant time period, on a company wide basis,
15 Defendants required Plaintiff and class members to wear special safety shoes
16 such as steel-toed boots, which they were required to wear while at work and
17 necessary for the completion of their work-related duties. For example, Plaintiff
18 spent around \$180 per year on pairs of steel-toed boots throughout his
19 employment with Defendants, but he was not reimbursed for these costs. Thus,
20 Defendants failed to provide or reimburse Plaintiff and class members for the
21 steel-toed boots they required employees to wear during their shifts.

22 125. Defendants could have provided Plaintiff and class members with
23 the actual equipment for use on the job, such as company mobile devices, steel-
24 toed boots, or access to laundering services. Or Defendants could have
25 reimbursed employees for the cost of their mobile device usage, boot expenses,
26 and laundering expenses or provided a uniform maintenance allowance. Instead,
27 Defendants passed these operating costs off onto Plaintiff and class members. At
28 all relevant times, Plaintiff did not earn at least two (2) times the minimum wage.

126. Defendants' company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred and passing on their operating costs to Plaintiff and class members violates California Labor Code section 2802. Defendants have intentionally and willfully failed to reimburse Plaintiff and class members for necessary business-related expenses and costs.

127. Plaintiff and class members are entitled to recover from Defendants their business-related expenses incurred during the course and scope of their employment, plus interest.

NINTH CAUSE OF ACTION

For Civil Penalties Pursuant to California Labor Code §§ 2698, *et seq.* (Against all Defendants)

128. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

129. California Labor Code §§ 2698, *et seq.* ("PAGA") permits Plaintiff to recover civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, and 2802. Labor Code section 2699.3(c) permits aggrieved employees, including Plaintiff, to recover civil penalties for violations of those Labor Code sections not found in section 2699.5, including sections 516, 1182.12, 6401, and 6403.

130. Defendants' conduct, as alleged herein, violates numerous sections of the California Labor Code, including, but not limited to, the following:

- (a) Violation of Labor Code sections 510 and 1198, and the applicable IWC Wage Order for Defendants' failure to compensate Plaintiff and other aggrieved employees with all required overtime pay, as alleged herein;
- (b) Violation of Labor Code sections 1182.12, 1194, 1197,

1 1197.1, and 1198, and the applicable IWC Wage Order for
2 Defendants' failure to compensate Plaintiff and other
3 aggrieved employees with at least minimum wages for all
4 hours worked, as alleged herein;

5 (c) Violation of Labor Code sections 226.7, 512(a), 516, and
6 1198, and the applicable IWC Wage Order for Defendants'
7 failure to provide Plaintiff and other aggrieved employees
8 with meal periods, as alleged herein;

9 (d) Violation of Labor Code sections 226.7, 516, and 1198, and
10 the applicable IWC Wage Order for Defendants' failure to
11 authorize and permit Plaintiff and other aggrieved employees
12 to take rest periods, as alleged herein;

13 (e) Violation of Labor Code sections 226(a) and 1198, and the
14 applicable IWC Wage Order for failure to provide accurate
15 and complete wage statements to Plaintiff and other aggrieved
16 employees, as alleged herein;

17 (f) Violation of Labor Code sections 1174(d) and 1198, and the
18 applicable IWC Wage Order for failure to maintain payroll
19 records, as alleged herein;

20 (g) Violation of Labor Code sections 201 and 202 for failure to
21 pay all earned wages upon termination, as alleged herein;

22 (h) Violation of Labor Code section 204 for failure to pay all
23 earned wages during employment, as alleged herein;

24 (i) Violation of Labor Code section 2802 for failure to reimburse
25 Plaintiff and other aggrieved employees for all business
26 expenses necessarily incurred, as alleged herein; and

27 (j) Violation of Labor Code sections 6401 and 6403 for failure to
28 provide Plaintiff and other aggrieved employees with safety

1 devices and safeguards for the workplace, as set forth below.

2 131. At all relevant times herein, California Labor Code section 6401
3 provides that employers must furnish and use safety devices and safeguards, and
4 adopt and use practices, means, methods, operations, and processes which are
5 reasonably adequate to render the employment and place of employment safe
6 and healthy. California Labor Code Section 6401 further provides that an
7 employer must do everything reasonably necessary to protect the life, safety, and
8 health of their employees. California Labor Code section 6403(a) requires that
9 employers provide and use safety devices and safeguards reasonably adequate to
10 render the employment and place of employment safe.

11 132. During the relevant period, as stated above, Defendants failed to
12 provide Plaintiff and other aggrieved employees with personal protective
13 equipment, such as steel-toed boots, to keep them safe in the workplace. Despite
14 the fact that Defendants required Plaintiff and other aggrieved employees to wear
15 certain personal protective equipment, including steel-toed boots, while engaged
16 in their work-related duties, Defendants failed to provide such reasonably
17 necessary equipment to Plaintiff and other aggrieved employees to keep them
18 safe. Thus, Defendants' failure to provide Plaintiff and other aggrieved
19 employees with safety devices and safeguards for the workplace violates Labor
20 Code sections 6401 and 6403. Plaintiff and other aggrieved employees are
21 therefore entitled to recover civil penalties pursuant to Labor Code sections
22 2699(a), (f), and (g).

23 **TENTH CAUSE OF ACTION**

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

25 **Unlawful Business Practices**

26 **(Against all Defendants)**

27 133. Plaintiff incorporates by reference and re-alleges as if fully stated
28 herein each and every allegation set forth above.

134. Defendants are “persons” as defined by California Business & Professions Code section 17201, as they are corporations, firms, partnerships, joint stock companies, and/or associations.

135. Defendants’ conduct, as alleged herein, has been, and continues to be, unfair, unlawful and harmful to Plaintiff, class members, and to the general public. Plaintiff has suffered injury in fact and has lost money as a result of Defendants’ unlawful business practices. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

136. Defendants’ activities, as alleged herein, are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code sections 17200, *et seq.*

137. A violation of California Business & Professions Code sections 17200, *et seq.* may be predicated on the violation of any state or federal law. In the instant case, Defendants’ policies and practices have violated state law in at least the following respects:

- (a) Requiring non-exempt, hourly paid employees, including Plaintiff and class members, to work overtime without paying them proper compensation in violation of California Labor Code sections 510 and 1198, and the applicable IWC Wage Order, as alleged herein;
- (b) Failing to pay at least minimum wage to Plaintiff and class members in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, and the applicable IWC Wage Order, as alleged herein;
- (c) Failing to provide all meal periods to Plaintiff and class members in violation of California Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage

Order, as alleged herein;

(d) Failing to authorize and permit Plaintiff and class members to take all rest periods in violation of California Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order, as alleged herein;

(e) Failing to provide Plaintiff and class members with accurate wage statements and failing to maintain accurate payroll records in violation of California Labor Code sections 226(a), 1174(d), and 1198, and the applicable IWC Wage Order, as alleged herein;

(f) Failing timely to pay all earned wages to Plaintiff and class members in violation of California Labor Code section 204, as alleged herein;

(g) Failing to reimburse Plaintiff and class members for all business expenses necessarily incurred in violation of California Labor Code section 2802, as alleged herein; and

(h) Failing to provide Plaintiffs and class members with safety devices and safeguards, such as personal protective equipment, in violation of California Labor Code sections 6401 and 6403, as set forth below.

138. At all relevant times herein, California Labor Code section 6401 provides that employers must furnish and use safety devices and safeguards, and adopt and use practices, means, methods, operations, and processes which are reasonably adequate to render the employment and place of employment safe and healthy. California Labor Code Section 6401 further provides that an employer must do everything reasonably necessary to protect the life, safety, and health of their employees. California Labor Code section 6403(a) requires that employers provide and use safety devices and safeguards reasonably adequate to

render the employment and place of employment safe.

139. During the relevant period, as stated above, Defendants failed to provide Plaintiff and class members with personal protective equipment, such as steel-toed boots, to keep them safe in the workplace. Despite the fact that Defendants required Plaintiff and class members to wear certain personal protective equipment, including steel-toed boots, while engaged in their work-related duties, Defendants failed to provide such reasonably necessary equipment to Plaintiff and class members to keep them safe. Thus, Defendants' failure to provide Plaintiff and class members with safety devices and safeguards for the workplace violates Labor Code sections 6401 and 6403.

140. As a result of the violations of California law herein described, Defendants unlawfully gained an unfair advantage over other businesses. Plaintiff and class members have suffered pecuniary loss by Defendants' unlawful business acts and practices alleged herein.

141. Pursuant to California Business & Professions Code sections 17200, *et seq.*, Plaintiff and class members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years prior to the filing of the initial complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and class members; and an award of attorneys' fees pursuant to California Code of Civil Procedure section 1021.5 and other applicable laws; and an award of costs.

ELEVENTH CAUSE OF ACTION

Violation of California Business & Professions Code §§ 17200, *et seq.* – Unfair Business Practices (Against all Defendants)

142. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

143. Defendants are "persons" as defined by California Business &

1 Professions Code section 17201, as they are corporations, firms, partnerships,
2 joint stock companies, and/or associations.

3 144. Defendants' conduct, as alleged herein, has been, and continues to
4 be, unfair, and harmful to Plaintiff, class members, and to the general public.
5 Plaintiff has suffered injury in fact and has lost money as a result of Defendants'
6 unfair business practices. Plaintiff seeks to enforce important rights affecting the
7 public interest within the meaning of Code of Civil Procedure section 1021.5.

8 145. Defendants' activities, namely Defendants' company-wide practice
9 and/or policy of not paying Plaintiff and class members all meal and rest period
10 premiums due to them under Labor Code section 226.7, deprived Plaintiff and
11 class members of the compensation guarantee and enhanced enforcement
12 implemented by section 226.7. The statutory remedy provided by section 226.7
13 is a "'dual-purpose' remedy intended primarily to compensate employees, and
14 secondarily to shape employer conduct." *Safeway, Inc. v. Superior Court*, 238
15 Cal. App. 4th 1138, 1149 (2015). The statutory benefits of section 226.7 were
16 guaranteed to Plaintiff and class members as part of their employment with
17 Defendants, and thus Defendants' practice and/or policy of denying these
18 statutory benefits constitutes an unfair business practice in violation of California
19 Business & Professions Code sections 17200, *et seq.* (*Id.*)

20 146. A violation of California Business & Professions Code sections
21 17200, *et seq.* may be predicated on any unfair business practice. In the instant
22 case, Defendants' policies and practices have violated the spirit of California's
23 meal and rest period laws and constitute acts against the public policy behind
24 these laws.

25 147. Pursuant to California Business & Professions Code sections 17200,
26 *et seq.*, Plaintiff and class members are entitled to restitution for the class-wide
27 loss of the statutory benefits implemented by section 226.7 withheld and retained
28 by Defendants during a period that commences four years prior to the filing of

1 the initial complaint; a permanent injunction requiring Defendants to pay all
2 statutory benefits implemented by section 226.7 due to Plaintiff and class
3 members; an award of attorneys' fees pursuant to California Code of Civil
4 Procedure section 1021.5 and other applicable laws; and an award of costs.

5 **REQUEST FOR JURY TRIAL**

6 Plaintiff requests a trial by jury.

7 **PRAYER FOR RELIEF**

8 Plaintiff, on behalf of all others similarly situated, prays for relief and
9 judgment against Defendants, jointly and severally, as follows:

10 1. For damages, unpaid wages, penalties, injunctive relief, and
11 attorneys' fees in excess of twenty-five thousand dollars (\$25,000), exclusive of
12 interest and costs. Plaintiff reserves the right to amend his prayer for relief to
13 seek a different amount.

14 **Class Certification**

15 2. That this case be certified as a class action;
16 3. That Plaintiff be appointed as the representative of the Class and
17 Subclass;
18 4. That counsel for Plaintiff be appointed as class counsel.

19 **As to the First Cause of Action**

20 5. That the Court declare, adjudge, and decree that Defendants violated
21 California Labor Code sections 510 and 1198, and the applicable IWC Wage
22 Order by willfully failing to pay all overtime wages due to Plaintiff and class
23 members;

24 6. For general unpaid wages at overtime wage rates and such general
25 and special damages as may be appropriate;

26 7. For pre-judgment interest on any unpaid overtime compensation
27 commencing from the date such amounts were due, or as otherwise provided by
28 law;

8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code section 1194(a); and

9. For such other and further relief as the Court may deem equitable and appropriate.

As to the Second Cause of Action

10. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, and the applicable IWC Wage Order by willfully failing to pay minimum wages to Plaintiff and class members;

11. For general unpaid wages and such general and special damages as may be appropriate;

12. For pre-judgment interest on any unpaid compensation from the date such amounts were due, or as otherwise provided by law;

13. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code section 1194(a);

14. For liquidated damages pursuant to California Labor Code section 1194.2; and

15. For such other and further relief as the Court may deem equitable and appropriate.

As to the Third Cause of Action

16. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order by willfully failing to provide all meal periods to Plaintiff and class members;

17. That the Court make an award to the Plaintiff and class members of one (1) hour of pay at each employee's regular rate of pay for each workday that a meal period was not provided;

18. For all actual, consequential, and incidental losses and damages,

1 according to proof;

2 19. For premiums pursuant to California Labor Code section 226.7(c);

3 20. For pre-judgment interest on any unpaid meal period premiums
4 from the date such amounts were due, or as otherwise provided by law;

5 21. For attorneys' fees pursuant to California Code of Civil Procedure
6 section 1021.5, or as otherwise provided by law; and

7 22. For such other and further relief as the Court may deem equitable
8 and appropriate.

9 **As to the Fourth Cause of Action**

10 23. That the Court declare, adjudge and decree that Defendants violated
11 California Labor Code sections 226.7, 516, and 1198, and the applicable IWC
12 Wage Order by willfully failing to authorize and permit Plaintiff and class
13 members to take all rest periods;

14 24. That the Court make an award to the Plaintiff and class members of
15 one (1) hour of pay at each employee's regular rate of pay for each workday that
16 a rest period was not authorized and permitted;

17 25. For all actual, consequential, and incidental losses and damages,
18 according to proof;

19 26. For premiums pursuant to California Labor Code section 226.7(c);

20 27. For pre-judgment interest on any unpaid rest period premiums from
21 the date such amounts were due, or as otherwise provided by law;

22 28. For attorneys' fees pursuant to California Code of Civil Procedure
23 section 1021.5, or as otherwise provided by law; and

24 29. For such other and further relief as the Court may deem equitable
25 and appropriate.

26 **As to the Fifth Cause of Action**

27 30. That the Court declare, adjudge and decree that Defendants violated
28 the recordkeeping provisions of California Labor Code section 226(a) and the

1 applicable IWC Wage Order as to Plaintiff and Subclass members, and willfully
2 failed to provide accurate itemized wage statements thereto;

3 31. For all actual, consequential, and incidental losses and damages,
4 according to proof;

5 32. For injunctive relief pursuant to California Labor Code section
6 226(h);

7 33. For statutory penalties pursuant to California Labor Code section
8 226(e);

9 34. For attorneys' fees and costs pursuant to California Labor Code
10 section 226(e)(1); and

11 35. For such other and further relief as the Court may deem equitable
12 and appropriate.

13 **As to the Sixth Cause of Action**

14 36. That the Court declare, adjudge and decree that Defendants violated
15 California Labor Code sections 201 and 202 by willfully failing to pay overtime
16 wages, minimum wages, and/or meal and rest period premiums, owed at the time
17 of termination of the employment of Plaintiff and other terminated class
18 members;

19 37. For all actual, consequential and incidental losses and damages,
20 according to proof;

21 38. For waiting time penalties according to proof pursuant to California
22 Labor Code section 203 for all employees who have left Defendants' employ;

23 39. For pre-judgment interest on any unpaid wages from the date such
24 amounts were due, or as otherwise provided by law;

25 40. For attorneys' fees pursuant to California Code of Civil Procedure
26 section 1021.5, or as otherwise provided by law; and

27 41. For such other and further relief as the Court may deem equitable
28 and appropriate.

As to the Seventh Cause of Action

42. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 204 by willfully failing to timely pay Plaintiff and class members overtime wages, minimum wages, and/or meal and rest period premiums, during their employment;

43. For all actual, consequential and incidental losses and damages, according to proof;

44. For statutory penalties according to proof pursuant to California Labor Code section 210;

45. For pre-judgment interest on any unpaid wages from the date such amounts were due, or as otherwise provided by law;

46. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

47. For such other and further relief as the Court may deem equitable and appropriate.

As to the Eighth Cause of Action

48. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 2802 by willfully failing to reimburse and/or indemnify all business-related expenses and costs incurred by Plaintiff and class members;

49. For unpaid business-related expenses and such general and special damages as may be appropriate;

50. For pre-judgment interest on any unpaid business-related expenses from the date such amounts were due, or as otherwise provided by law;

51. For all actual, consequential, and incidental losses and damages, according to proof;

52. For attorneys' fees and costs pursuant to California Labor Code section 2802(c), or as otherwise provided by law; and

53. For such other and further relief as the Court may deem equitable and appropriate.

As to the Ninth Cause of Action

54. That the Court declare, adjudge and decree that Defendants violated the following California Labor Code provisions as to Plaintiff and/or other aggrieved employees: 510 and 1198 (by failing to pay all overtime compensation); 1182.12, 1194, 1197, 1197.1, and 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516, and 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize and permit all rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage statements and maintain accurate payroll records); 201 and 202 (by failing to timely pay all earned wages upon termination); 204 (by failing to timely pay all earned wages during employment); 2802 (by failing to reimburse business expenses); and 6401 and 6403 (by failing to provide safety devices and safeguards);

55. For civil penalties pursuant to the California Labor Code, including sections 210, 226.3, 256, 558, 1174.5, 2699(a), (f), and (g), for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, 6401, and 6403;

56. For attorneys' fees and costs pursuant to California Labor Code section 2699(g)(1), and any and all other relevant statutes, for Defendants' violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, 6401, and 6403;

57. For pre-judgment and post-judgment interest as provided by law; and

58. For such other and further relief as the Court may deem equitable and appropriate.

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As to the Tenth Cause of Action

59. That the Court declare, adjudge and decree that Defendants' conduct of failing to provide Plaintiff and class members all overtime wages due to them, failing to provide Plaintiff and class members all minimum wages due to them, failing to provide Plaintiff and class members all meal periods, failing to authorize and permit Plaintiff and class members to take all rest periods, failing to provide Plaintiff and class members accurate and complete wage statements, failing to maintain accurate payroll records for Plaintiff and class members, failing to timely pay Plaintiff and class members all earned wages during employment, failing to reimburse Plaintiff and class members for business-related expenses, and failing to provide safety devices and safeguards constitutes an unlawful business practice in violation of California Business and Professions Code sections 17200, *et seq.*;

60. For restitution of unpaid wages to Plaintiff and all class members and prejudgment interest from the day such amounts were due and payable;

61. For the appointment of a receiver to receive, manage, and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violations of California Business & Professions Code sections 17200, *et seq.*;

62. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5; and

63. For such other and further relief as the Court may deem equitable and appropriate.

As to the Eleventh Cause of Action

64. That the Court declare, adjudge and decree that Defendants' conduct of denying Plaintiff and class members the statutory benefits guaranteed under section 226.7 constitutes an unfair business practice in violation of California Business and Professions Code sections 17200, *et seq.*;

1 65. For restitution of the statutory benefits under section 226.7 unfairly
2 withheld from Plaintiff and class members and prejudgment interest from the day
3 such amounts were due and payable;

4 66. For the appointment of a receiver to receive, manage, and distribute
5 any and all funds disgorged from Defendants and determined to have been
6 wrongfully acquired by Defendants as a result of violations of California
7 Business & Professions Code sections 17200, *et seq.*;

8 67. For reasonable attorneys' fees and costs of suit incurred herein
9 pursuant to California Code of Civil Procedure section 1021.5;

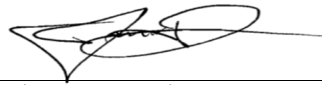
10 68. For pre-judgment and post-judgment interest as provided by law;
11 and

12 69. For such other and further relief as the Court may deem equitable
13 and appropriate.

14
15
16 Dated: August 20, 2024

Respectfully submitted,

Capstone Law APC

17
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19 By: 

Robert Drexler
Molly DeSario
Jonathan Lee

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21 Attorneys for Plaintiff Edwin Mejia
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25
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27
28

EXHIBIT “1”



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Los Angeles, California 90067
310.556.4811 Main | 310.943.0396 Fax

JEZZETTE RON
310.712.8142 Direct
Jezzette.Ron@capstonelawyers.com

February 27, 2024

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.tfaforms.net/308>)

Subject: *Edwin Mejia v. Copart, Inc., et al.*

Dear PAGA Administrator:

This office represents Edwin Mejia in connection with his claims under the California Labor Code. Mr. Mejia was an employee of COPART, INC.; COPART CATASTROPHE RESPONSE FLEET LLC; COPART-DALLAS, LLC; and/or COPART-HOUSTON, LLC. For the purposes of this letter, Mr. Mejia collectively refers to these entities as "COPART".

The employers may be contacted directly at the addresses below:

COPART, INC.
14185 DALLAS PARKWAY, SUITE 300
DALLAS, TX 75254

COPART-DALLAS, LLC
14185 DALLAS PARKWAY, SUITE 300
DALLAS, TX 75254

COPART CATASTROPHE
RESPONSE FLEET LLC
14185 DALLAS PARKWAY, SUITE 300
DALLAS, TX 75254

COPART-HOUSTON, LLC
14185 DALLAS PARKWAY, SUITE 300
DALLAS, TX 75254

Mr. Mejia intends to seek civil penalties, attorney's fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Mr. Mejia seeks relief on behalf of himself, the State of California, and other persons who are or were employed by COPART as a non-exempt, hourly paid employee in California and who received at least one wage statement ("aggrieved employees"). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

COPART employed Mr. Mejia as an hourly paid, non-exempt employee from approximately January 2006 to August 2023. Mr. Mejia worked for COPART as a Forklift Driver, assigned to work at its facility in Van Nuys, California. During his employment, Mr. Mejia typically worked eight (8) hours or more per day and five (5) days or more per week. At the time his employment ended, Mr. Mejia

was compensated approximately \$24.00 per hour. Mr. Mejia's job duties included, without limitation, moving and loading vehicles, operating front-end loaders and forklifts, maintaining facility vehicle documentation, and inspecting assigned machines.

COPART committed one or more of the following Labor Code violations against Mr. Mejia, the facts and theories of which follow, making him an "aggrieved employee" pursuant to California Labor Code section 2699(c):¹

COPART's Company-Wide and Uniform Payroll and HR Practices

COPART, INC. is a Delaware corporation, while COPART CATASTROPHE RESPONSE FLEET LLC; COPART-DALLAS, LLC; and COPART-HOUSTON, LLC are Delaware limited liability companies. COPART provides online vehicle auction services and specializes in the resale and marketing of used, wholesale and salvage title vehicles, with at least 21 locations in California. Upon information and belief, COPART maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Dallas, Texas, for all non-exempt, hourly paid employees working for COPART in California, including Mr. Mejia and other aggrieved employees. At all relevant times, COPART issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Mr. Mejia and other aggrieved employees, regardless of their location or position.

Upon information and belief, COPART maintains a centralized Payroll department at its corporate headquarters in Dallas, Texas, which processes payroll for all non-exempt, hourly paid employees working for COPART in California, including Mr. Mejia and other aggrieved employees. Further, COPART issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees working in California, including Mr. Mejia and other aggrieved employees, irrespective of their location, position, or manner in which each employee's employment ended. In other words, COPART utilized the same methods and formulas when calculating wages due to Mr. Mejia and other aggrieved employees in California.

Violation of California Labor Code §§ 510 and 1198 – Unpaid Overtime

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission ("IWC") Wage Order require employers to pay employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage Order further provides that employers are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee's regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

¹ These facts, theories, and claims are based on Mr. Mejia's experience and counsel's review of those records currently available relating to Mr. Mejia's employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law's requirements, the employer misinformed its employee of the law's requirements, or because the employer effectively hid the violations). Thus, Mr. Mejia reserves the right to supplement this letter with additional facts, theories, and claims if he becomes aware of them subsequent to the submission of this letter.

COPART willfully failed to pay all overtime wages owed to Mr. Mejia and other aggrieved employees. During the relevant time period, Mr. Mejia and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

First, during the relevant time period, COPART had, and continues to have, a company-wide policy and/or practice of discouraging and impeding Mr. Mejia and other aggrieved employees from recording hours worked that were outside of their scheduled shifts in order to limit the amount of overtime employees could accrue. On information and belief, this policy of limiting overtime, coupled with COPART's practices of understaffing and assignment of heavy workloads (*see infra*), led Mr. Mejia and other aggrieved employees to work off-the-clock outside of their scheduled shift times in order to complete their assigned tasks.

For example, when Mr. Mejia arrived to work early, COPART's management required him to unlock the yard gates for vehicles to enter the facility, but he was not permitted to clock in before his scheduled shift start-time. As another example, COPART required Mr. Mejia and other aggrieved employees to complete mandatory trainings, but did not permit them to complete them during their shifts. As a result, Mr. Mejia was required to complete the trainings while he was at home, which took about one (1) hour to complete each instance. Thus, COPART failed to track all of the time that employees spent performing work-related tasks outside of their shifts, and Mr. Mejia and other aggrieved employees received no compensation for this time.

Second, during the relevant time period, COPART had, and continues to have, company-wide policy and/or practice of understaffing its locations while assigning heavy workloads, including pressuring employees to meet productivity requirements. COPART's policy and/or practice resulted in a failure to provide Mr. Mejia and other aggrieved employees with adequate meal period coverage, and thus, Mr. Mejia and other aggrieved employees were not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period. COPART also had a practice of failing to schedule meal periods which, in conjunction with the assignment of heavy workloads, further caused Mr. Mejia and other aggrieved employees to not be relieved of their duties for compliant meal periods. For example, COPART's managers interrupted or cut short Mr. Mejia's and other aggrieved employees' meal periods regularly to discuss work assignments or to move cars for clients who were waiting at the yard.

Moreover, COPART had a company-wide policy and/or practice of requiring that other aggrieved employees carry and respond to company-issued radios at all times, including during meal periods. COPART knew or should have known that other aggrieved employees were required to communicate with management on their company-issued radios while clocked out for meal periods in order to meet COPART's expectations, but failed to compensate them for this off the clock work.

Third, on information and belief, because COPART frowned upon employees accruing meal period penalties, COPART's management pressured Mr. Mejia and other aggrieved employees to clock out for meal periods to reflect compliant meal periods, on threat of discipline, regardless of whether they had received a compliant meal period or not, in order to strictly limit meal penalties that would need to be paid by COPART. Thus, COPART did not record all hours worked during meal periods, and Mr. Mejia and other aggrieved employees performed work during meal periods for which they were not paid.

COPART knew or should have known that as a result of these company-wide practices and/or policies, Mr. Mejia and other aggrieved employees were performing assigned duties off-the-clock before and after their shifts and during meal periods, and were suffered or permitted to perform work for which they were not paid. Because Mr. Mejia and other aggrieved employees regularly worked shifts of eight (8) hours a day or more, or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Mr. Mejia and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

Furthermore, COPART did not pay other aggrieved employees the correct overtime rate for the recorded overtime hours that they generated. In addition to an hourly wage, COPART paid other aggrieved employees incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, COPART failed to incorporate all compensation, including incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, into the calculation of the regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during times when other aggrieved employees worked overtime and received these other forms of pay, COPART failed to pay all overtime wages by paying a lower overtime rate than required.

COPART's failure to pay Mr. Mejia and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Mr. Mejia and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 – Unpaid Minimum Wages

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 7-2001 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." Cal. Code Regs. tit. 8, § 11070(2)(G) (defining "Hours Worked").

First, as stated above, as a result of COPART's policy of limiting the amount of overtime employees could accrue, COPART required Mr. Mejia and other aggrieved employees to perform various work-related tasks off-the-clock, including performing work duties before their scheduled shifts and completing mandatory online trainings at home. COPART failed to track this time Mr. Mejia and other aggrieved employees spent working off-the-clock, and Mr. Mejia and other aggrieved employees received no compensation for this time.

Second, as stated above, due to COPART's policy and/or practice of understaffing its facilities while assigning heavy workloads, including productivity requirements, and failing to schedule meal periods, Mr. Mejia and other aggrieved employees were impeded from taking all uninterrupted meal periods to which they were entitled and were required to work off-the-clock during meal periods, have their meal periods interrupted, and/or were otherwise not relieved of all duties during unpaid meal periods. Moreover, as stated, COPART had a company-wide policy and/or practice of requiring that other aggrieved employees carry a company issued radio to respond to request at all

times, including during meal periods, but did not pay them for the time they spent responding to these calls while they were clocked out.

Further, as stated, on information and belief, because COPART frowned upon employees accruing meal period penalties, COPART's managers pressured Mr. Mejia and other aggrieved employees to clock out for meal periods to reflect compliant meal periods, even when they did not receive a compliant meal period. Thus, COPART failed to pay Mr. Mejia and other aggrieved employees for actual hours worked during unpaid meal periods because these hours were not always correctly recorded.

Thus, COPART did not pay at least minimum wages for all hours worked by Mr. Mejia and other aggrieved employees. Also, to the extent that these off-the-clock hours did not qualify for overtime premium payment, COPART did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Accordingly, COPART regularly failed to pay at least minimum wages to Mr. Mejia and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Mr. Mejia and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 – Failure to Provide Meal Periods

California Labor Code sections 226.7, 512(a), 516, and 1198 and the applicable IWC Wage Order require employers to provide meal periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012). Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

First, as stated, COPART had, and continues to have, company-wide policies and/or practices of understaffing while assigning heavy workloads, including pressuring employees to meet productivity expectations, which has resulted in a lack of meal period coverage and prevented Mr. Mejia and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. Further, COPART had a company-wide practice and/or policy of failing to schedule meal periods, which further caused Mr. Mejia and other aggrieved employees to not be relieved of their duties for compliant meal periods. Moreover, as stated, COPART had a company-wide policy and/or practice of requiring that other aggrieved employees carry a company issued radio to respond to request at all times, including during meal periods.

As a result, Mr. Mejia and other aggrieved employees had to work through all or part of their meal periods, had their meal periods interrupted, and/or had to wait extended periods of time before taking meal periods. For example, as stated, Mr. Mejia had his meal periods interrupted by managers requiring him to complete work assignments such as moving vehicles and inspecting machines. Additionally, Mr. Mejia sometimes missed his meal periods entirely or took his meal periods late, after the fifth hour of work, due to the lack of meal period coverage.

Second, as stated above, on information and belief, because COPART frowned upon employees accruing meal period penalties, COPART's management pressured Mr. Mejia and other aggrieved employees to clock out for meal periods to reflect compliant meal periods, even when they did not receive a compliant meal period. For example, Mr. Mejia was required to clock out for his meal periods to record that he had received compliant meal periods on shifts when he had not, in fact, received these timely, uninterrupted meal periods.

Third, COPART did not provide Mr. Mejia and other aggrieved employees with second 30-minute meal periods on days that they worked in excess of ten (10) hours in one day. During his employment, Mr. Mejia worked shifts in excess of ten (10) or more hours per day but was never provided a second 30-minute meal period. Mr. Mejia and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

COPART knew or should have known that as a result of its company-wide policies and/or practices, Mr. Mejia and other aggrieved employees were prevented from being relieved of all duties and required to perform some of their assigned duties during meal periods. COPART further knew or should have known that it did not pay Mr. Mejia and other aggrieved employees meal period premiums when meal periods were late, interrupted, shortened, and/or missed.

Moreover, COPART engaged in a company-wide practice and/or policy of not paying all meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Mr. Mejia and other aggrieved employees have not received premium pay for all missed, late, and interrupted meal periods. Alternatively, to the extent that COPART did pay other aggrieved employees for missed, late, and interrupted meal periods, COPART did not pay other aggrieved employees at the correct rate of pay for premiums because COPART systematically failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, COPART failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Mr. Mejia and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226.7, 516, and 1198 – Failure to Authorize and Permit Rest Periods

California Labor Code sections 226.7, 516, and 1198 and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. California Labor Code section 226.7 provides that no employer shall require an employee to work during any

rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that “[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period” and that the “rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof” unless the total daily work time is less than three and one-half (3 ½) hours.

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must “relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest.” *Augustus, et al. v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 273 (2016).

During the relevant time period, COPART regularly failed to authorize and permit Mr. Mejia and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, COPART’s company-wide practices, including understaffing, assigning heavy workloads, and implementing productivity expectations, prevented Mr. Mejia and other aggrieved employees from being relieved of all duty to take rest periods. Additionally, COPART failed to adhere to a schedule for rest periods, which, coupled with COPART’s failure to provide adequate rest period coverage, further led to Mr. Mejia and other aggrieved employees not being authorized and permitted to take rest periods.

Furthermore, upon information and belief, COPART maintained a company-wide on-premises rest period policy, which effectively required that Mr. Mejia and other aggrieved employees remain on the work premises during their rest periods. Because Mr. Mejia and other aggrieved employees were restricted from leaving the premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as running personal errands. Thus, COPART effectively maintained control over Mr. Mejia and other aggrieved employees during rest periods.

As a result of COPART’s practices and policies, Mr. Mejia and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled. For example, Mr. Mejia missed his rest periods or had his rest periods interrupted several times a week by management who required him to return back to work because the yard was busy.

COPART also has engaged in a company-wide practice and/or policy of not paying rest period premiums owed when compliant rest periods are not authorized and permitted. Because of this practice and/or policy, Mr. Mejia and other aggrieved employees have not received premium pay for all missed rest periods. Alternatively, to the extent that COPART did pay other aggrieved employees one (1) additional hour of premium pay for missed rest periods, COPART did not pay other aggrieved employees at the correct rate of pay for premiums because COPART failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, COPART failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Mr. Mejia and other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. COPART has not provided Mr. Mejia and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wage statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, COPART has knowingly and intentionally provided Mr. Mejia and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, COPART issued uniform wage statements to Mr. Mejia and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages and/or meal and rest period premiums, and the corresponding number of hours worked at each hourly rate. Specifically, COPART violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

Because COPART did not record the time Mr. Mejia and other aggrieved employees spent working off-the-clock and deducted time from their records for meal periods that were interrupted and/or missed (and therefore time for which they should have been paid), COPART did not list the correct amount of gross wages and net wages earned by Mr. Mejia and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, COPART failed to accurately list the total number of hours worked by Mr. Mejia and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

In addition, because COPART did not calculate other aggrieved employees' regular rate of pay correctly for purposes of paying overtime wages and/or meal and rest period premiums, COPART did not list the correct amount of gross wages in compliance with section 226(a)(1) and did not list the correct amount of net wages in violation of section 226(a)(5). COPART also failed to correctly list all applicable hourly rates in effect during the pay period, namely, correct rates of pay for overtime wages and/or meal and rest period premiums, in violation of section 226(a)(9).

The wage statement deficiencies also include, among other things, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for which aggrieved employees were paid; failing to list the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; failing to list the name and address of the legal entity that is the employer; and/or failing to state all hours worked as a result of not recording or stating hours worked off-the-clock.

California Labor Code section 1174(d) provides that “[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors” and “[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments” Labor Code section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), COPART willfully failed to maintain accurate payroll records for Mr. Mejia and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, COPART engaged in company-wide practices and/or policies of failing to record actual hours worked and thereby failed to keep accurate records of work period and meal period start and end times for Mr. Mejia and other aggrieved employees, in violation of section 1198. Furthermore, in light of COPART’s failure to provide Mr. Mejia and other aggrieved employees with second 30-minute meal periods to which they were entitled, COPART kept no records of meal start and end times for second meal periods.

Because COPART failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Mr. Mejia and other aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Mr. Mejia and other aggrieved employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Mr. Mejia and other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f)-(g).

Violation of California Labor Code § 204 – Failure to Timely Pay Wages During Employment

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the relevant time period, COPART failed to pay Mr. Mejia and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within any time period specified by California Labor Code section 204.

Mr. Mejia and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 210 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 201 and 202 – Failure to Timely Pay Final Wages Upon Termination

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

During the relevant time period, COPART willfully failed to pay Mr. Mejia and other aggrieved employees who are no longer employed by COPART all their earned wages, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, either at the time of discharge, or within seventy-two (72) hours of their leaving COPART's employ.

Mr. Mejia and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 256 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order No. 7-2001, provides that: "[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft." IWC Wage Order No. 7-2001 further provides that: "[w]hen uniforms are required by the employer to be worn by the employee as a condition of employment, such uniforms shall be provided and maintained by the employer."

First, during the relevant time period, COPART required Mr. Mejia and other aggrieved employees to use their personal mobile devices, including, but not limited to, cellular phones, and/or mobile data to carry out their job duties but failed to reimburse them for the costs of their work-related mobile device and/or mobile data expenses. For example, Mr. Mejia was required to use his personal cellular phone to communicate with his managers to discuss work-related issues and take pictures of damaged vehicles. Although COPART required Mr. Mejia and other aggrieved employees to use their personal mobile devices and mobile data to carry out their work-related duties, COPART failed to reimburse them for their costs incurred.

Second, during the relevant time period, COPART had a company-wide policy of requiring Mr. Mejia and other aggrieved employees to wear uniforms bearing the company name and logo. Due to the nature of his work, Mr. Mejia's uniform items would become stained with grease, sweat, soiled, and/or acquire an unpleasant odor such that he was unable to mix these clothes in with other laundry. As a result, Mr. Mejia had to wash his uniform items separately from his regular clothing, thus incurring additional laundry expenses for the upkeep of his uniforms. Thus, COPART failed to maintain uniforms they required Mr. Mejia and other aggrieved employees to wear during their shifts and forced them to incur the cost of maintaining employee uniforms.

Third, during the relevant time period, on a company wide basis, COPART required Mr. Mejia and other aggrieved employees to wear special safety shoes such as steel-toed boots, which they were required to wear while at work and necessary for the completion of their work-related duties. For example, Mr. Mejia spent around \$180 per year on pairs of steel-toed boots throughout his employment with COPART, but he was not reimbursed for these costs. Thus, COPART failed to provide or reimburse Mr. Mejia and other aggrieved employees for the steel-toed boots they required employees to wear during their shifts.

COPART could have provided Mr. Mejia and other aggrieved employees with the actual equipment for use on the job, such as mobile devices, steel-toed boots, or access to laundering services. Or, COPART could have reimbursed employees for their mobile device usage, boot expenses, and laundering expenses or provided a uniform maintenance allowance. Instead, COPART passed these operating costs off onto Mr. Mejia and other aggrieved employees. At all relevant times, Mr. Mejia did not earn at least two (2) times the minimum wage.

Thus, COPART had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California Labor Code section 2802. Mr. Mejia and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

California Labor Code § 558(a)

California Labor Code section 558(a) provides "[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid . . . (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid" Labor Code section 558(c) provides that "[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law." COPART, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Mr. Mejia's and other aggrieved employees' rights by violating various sections of the California Labor Code.

Accordingly, Mr. Mejia seeks the remedies set forth in Labor Code section 558 for himself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3(a) and 2699.3(c), 2699.5, and 558, Mr. Mejia, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for himself, all other aggrieved employees, and the State of California against COPART for

violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

Therefore, on behalf of all aggrieved employees, Mr. Mejia seeks all applicable civil penalties related to these violations of the California Labor Code pursuant to PAGA.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Jezzette Ron
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 556-4811

Best Regards,

A handwritten signature in black ink, appearing to read "J. Ron". The signature is stylized with a large, looped "J" and a cursive "Ron".

Jezzette Ron

Copy: COPART, INC. (via U.S. Certified Mail); COPART CATASTROPHE RESPONSE FLEET LLC (via U.S. Certified Mail); COPART-DALLAS, LLC (via U.S. Certified Mail); COPART-HOUSTON, LLC (via U.S. Certified Mail)

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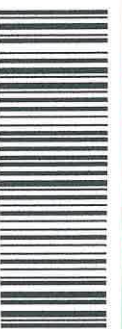
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- A. Signature ☐ Agent ☐ Addressee
X
3. Received by (Printed Name) C. Date of Delivery

2. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

- Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Insured Mail (per \$500)
☐ Registered Mail
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067

CERTIFIED MAIL®



7022 2410 0000 2406 0613

COPART-HOUSTON, LLC
14185 DALLAS PARKWAY,
SUITE 300
DALLAS, TX 75254

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you.		A. Signature ☒ Signature ☐ Agent	
B. Received by (Printed Name)		C. Date of Delivery	
D. Is delivery address different from item 1? If YES, enter delivery address below: ☐ Yes ☐ No			
3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Registered Mail ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation ☐ Signature Confirmation Restricted Delivery ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation Restricted Delivery			
2. Article Number (Transfer from service label) 7022 2410 0000 2406 0613			
PS Form 3811, July 2020 PSN 7530-02-000-9053		Domestic Return Receipt	

7022 2410 0000 2406 0613

U.S. Postal Service™ CERTIFIED MAIL® FEES Domestic Mail Only	
OFFICIAL	
For delivery information, visit our website	
Certified Mail Fee	
Extra Services & Fees (check box, and fee as appropriate)	
☐ Return Receipt (hardcopy)	
COPART-HOUSTON 14185 DALLAS PARK SUITE 300 DALLAS, TX 752	
PS Form 3800, April 2015 PSN 7530-02-000-9047	

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.

COPART-DALLAS, LLC
14185 DALLAS PARKWAY,
SUITE 300
DALLAS, TX 75254



9590 9402 7690 2122 7187 20

2. Article Number (Transfer from service label)

7022 2410 0000 2406 0606

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

B. Received by (Printed Name)

Doye Diaz

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

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.

**COPART CATASTROPHE
RESPONSE FLEET LLC**
14185 DALLAS PARKWAY,
SUITE 300
DALLAS, TX 75254



9590 9402 7690 2122 7187 13

2. Article Number (Transfer from service label)

7022 2410 0000 2406 0620

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

B. Received by (Printed Name)

Doye Diaz

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

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

COPART-HOUSTON, LLC
14185 DALLAS PARKWAY,
SUITE 300
DALLAS, TX 75254



9590 9402 7690 2122 7187 44

2. Article Number (Transfer from service label)

7022 2410 0000 2406 0613

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *[Signature]* ☐ Agent
☐ Addressee

B. Received by (Printed Name)

Dore Diaz

C. Date of Delivery

D. Is delivery address different from Item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery

- ☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Insured Mail
Insured Mail Restricted Delivery
(over \$500)

Domestic Return Receipt

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

COPART, INC.
14185 DALLAS PARKWAY,
SUITE 300
DALLAS, TX 75254



9590 9402 7690 2122 7187 37

2. Article Number (Transfer from service label)

7022 2410 0000 2406 0637

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *[Signature]* ☐ Agent
☐ Addressee

B. Received by (Printed Name)

Dore Diaz

C. Date of Delivery

D. Is delivery address different from Item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery

- ☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Insured Mail
Insured Mail Restricted Delivery
(over \$500)

Domestic Return Receipt



1875 Century Park East, Suite 1000
Los Angeles, California 90067
310.556.4811 Main | 310.943.0396 Fax

JEZZETTE RON
310.712.8142 Direct
Jezzette.Ron@capstonelawyers.com

February 28, 2024

VIA ONLINE SUBMISSION

Division of Occupational Safety and Health
ATTN: PAGA Administrator
(<https://dir.tfaforms.net/310>)

Subject: *Edwin Mejia v. Copart, Inc., et al.*
LWDA Case No. LWDA-CM-1013551-24 - AMENDED NOTICE

Dear PAGA Administrator:

This office represents Edwin Mejia in connection with his claims under the California Labor Code. Mr. Mejia was an employee of COPART, INC.; COPART CATASTROPHE RESPONSE FLEET LLC; COPART-DALLAS, LLC; and/or COPART-HOUSTON, LLC. For the purposes of this letter, Mr. Mejia collectively refers to these entities as "COPART." We previously provided notice of Mr. Mejia's claims to the California Labor and Workforce Development Agency ("LWDA") on February 27, 2024, and submitted the applicable filing fee pursuant to Labor Code section 2699.3(a)(1)(B). This amended notice supplements Mr. Mejia's prior LWDA notice and adds an additional claim.

The employers may be contacted directly at the addresses below:

COPART, INC.
14185 DALLAS PARKWAY, SUITE 300
DALLAS, TX 75254

COPART-DALLAS, LLC
14185 DALLAS PARKWAY, SUITE 300
DALLAS, TX 75254

COPART CATASTROPHE
RESPONSE FLEET LLC
14185 DALLAS PARKWAY, SUITE 300
DALLAS, TX 75254

COPART-HOUSTON, LLC
14185 DALLAS PARKWAY, SUITE 300
DALLAS, TX 75254

Mr. Mejia intends to seek civil penalties, attorney's fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Mr. Mejia seeks relief on behalf of himself, the State of California, and other persons who are or were employed by COPART in California as a non-exempt, hourly paid employees and who received at least one wage statement ("aggrieved employees"). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

COPART employed Mr. Mejia as an hourly paid, non-exempt employee from approximately January 2006 to August 2023. Mr. Mejia worked for COPART as a Forklift Driver, assigned to work at its facility in Van Nuys, California. During his employment, Mr. Mejia typically worked eight (8) hours or more per day and five (5) days or more per week. At the time his employment ended, Mr. Mejia was compensated approximately \$24.00 per hour. Mr. Mejia's job duties included, without limitation, moving and loading vehicles, operating front-end loaders and forklifts, maintaining facility vehicle documentation, and inspecting assigned machines.

COPART has committed one or more of the following Labor Code violations against Mr. Mejia, the facts and theories of which follow, making him an "aggrieved employee" pursuant to California Labor Code section 2699(c):¹

Violation of California Labor Code §§ 6401 and 6403 – Failure to Provide Safety Devices and Safeguards

California Labor Code section 6401 provides that employers must furnish and use safety devices and safeguards, and adopt and use practices, means, methods, operations, and processes which are reasonably adequate to render the employment and place of employment safe and healthy. California Labor Code Section 6401 further provides that an employer must do everything reasonably necessary to protect the life, safety and health of its employees. California Labor Code section 6403(a) requires that employers provide and use safety devices and safeguards reasonably adequate to render the employment and place of employment safe.

During the relevant period, COPART failed to provide Mr. Mejia and other aggrieved employees with personal protective equipment, such as steel-toed shoes, to keep them safe in the workplace. Despite the fact that COPART required Mr. Mejia and other aggrieved employees to wear certain personal protective equipment, including steel-toed shoes, while engaged in their work-related duties, COPART failed to provide such reasonably necessary equipment to Mr. Mejia and other aggrieved employees to keep them safe.

COPART's failure to provide Mr. Mejia and other aggrieved employees with safety devices and safeguards for the workplace violates Labor Code sections 6401 and 6403. Mr. Mejia and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

Accordingly, pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3(a)-(c), and 2699.5, Mr. Mejia, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for himself, all other aggrieved employees, and the State of California against COPART for violations of California Labor Code sections 6401 and 6403.

Therefore, on behalf of all aggrieved employees, Mr. Mejia seeks all applicable penalties related to these violations of the California Labor Code pursuant to PAGA.

¹ These facts, theories, and claims are based on Mr. Mejia's experience and counsel's review of those records currently available relating to Mr. Mejia's employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law's requirements, the employer misinformed its employee of the law's requirements, or because the employer effectively hid the violations). Thus, Mr. Mejia reserves the right to supplement this letter with additional facts, theories, and claims if he becomes aware of them subsequent to the submission of this letter.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Jezzette Ron
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 556-4811

Best Regards,

A handwritten signature in black ink, appearing to read "J. Ron". The signature is stylized with a large, looped "J" and a cursive "Ron".

Jezzette Ron

Copy: COPART, INC. (via U.S. Certified Mail); COPART CATASTROPHE RESPONSE FLEET LLC (via U.S. Certified Mail); COPART-DALLAS, LLC (via U.S. Certified Mail); COPART-HOUSTON, LLC (via U.S. Certified Mail)

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



7022 2410 0000 2406 0712

COPART, INC.
14185 DALLAS PARKWAY, SUITE 300
DALLAS, TX 75254

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.

COPART, INC.
14185 DALLAS PARKWAY, SUITE 300
DALLAS, TX 75254

2. Article Number (Transfer from service label)
7022 2410 0000 2406 0712

PS Form 3811, July 2020 PSN 7530-02-000-9053

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A. Signature ☒ Agent ☐ Addressee

B. Received by (Printed Name) ☐ Agent ☐ Addressee

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

3. Service Type

☐ Adult Signature	☐ Priority Mail Express®
☐ Adult Signature Restricted Delivery	☐ Registered Mail™
☒ Certified Mail®	☐ Registered Mail Restricted Delivery
☐ Certified Mail Restricted Delivery	☐ Signature Confirmation™
☐ Collect on Delivery	☐ Signature Confirmation Restricted Delivery
☐ Collect on Delivery Restricted Delivery	
☐ Insured Mail (over \$500)	
☐ Insured Mail Restricted Delivery	

Domestic Return Receipt

7022 2410 0000 2406 0712

U.S. Postal Service™
CERTIFIED MAIL® REC
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OFFICIAL

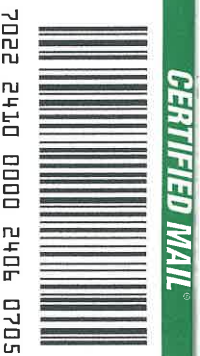
For delivery information, visit our website

Certified Mail Fee \$
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$
Date of Delivery

COPART, INC.
14185 DALLAS PARKWAY, SUITE 300
DALLAS, TX 75254

PS Form 3800, April 2015 PSN 7530-02-000-9047

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA 90067



7022 2410 0000 2406 0705

COPART-DALLAS, LLC
14185 DALLAS PARKWAY, SUITE 300
DALLAS, TX 75254

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
☐ Complete Items 1, 2, and 3. ☐ Print your name and address on the reverse so that we can return the card to you.		☐ Agent ☐ Addressee	
COPART-DALLAS, LLC 14185 DALLAS PARKWAY, SUITE 300 DALLAS, TX 75254		☒ Signature ☐ Date of Delivery	
2. Article Number (Transfer from service label) 7022 2410 0000 2406 0705		3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☐ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Insured Mail ☐ Insured Mail Restricted Delivery (\$500)	
PS Form 3811, July 2020 PSN 7530-02-000-9063		Domestic Return Receipt	

7022 2410 0000 2406 0705

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For delivery information, visit our web site

COPART-DALLAS, L
14185 DALLAS PARKWAY, S
DALLAS, TX 75254

PS Form 3800, April 2016 PSN 7530-02-000-2047

Capstone Law, APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067

CERTIFIED MAIL



7022 2410 0000 2406 0699

COPART-HOUSTON, LLC
14185 DALLAS PARKWAY, SUITE 300
DALLAS, TX 75254

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
☐ Complete items 1, 2, and 3. ☐ Print your name and address on the reverse so that we can return the card to you.		☐ Agent ☐ Addressee	
COPART-HOUSTON, LLC 14185 DALLAS PARKWAY, SUITE 300 DALLAS, TX 75254		☒ A. Signature ☐ B. Received by (Printed Name) ☐ C. Date of Delivery	
2. Article Number (Transfer from service label) 7022 2410 0000 2406 0699		D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
PS Form 3811, July 2020 PSN 7530-02-000-9053		Domestic Return Receipt	

Service Type

☐ Adult Signature	☐ Priority Mail Express®
☐ Adult Signature Restricted Delivery	☐ Registered Mail™
☒ Certified Mail®	☐ Registered Mail Restricted Delivery
☐ Certified Mail Restricted Delivery	☐ Signature Confirmation™
☐ Collect on Delivery	☐ Signature Confirmation Restricted Delivery
☐ Collect on Delivery Restricted Delivery	
☐ Insured Mail Restricted Delivery (if \$500)	

7022 2410 0000 2406 0699

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only	
OFFICIAL	
For delivery information, visit our website at usps.com/certifiedmail	
Certified Mail Fee	\$
Extra Services & Fees (check box, add fee as appropriate)	\$
☐ Return Receipt (hardcopy)	
COPART-HOUSTON, LLC 14185 DALLAS PARKWAY, SUITE 300 DALLAS, TX 75254	
PS Form 3800, April 2015 PSN 7530-02-000-9047	

Capstone Law, APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067



7022 2410 0000 2406 0682

**COPART CATASTROPHE
RESPONSE FLEET LLC
14185 DALLAS PARKWAY, SUITE 300
DALLAS, TX 75254**

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
☒ Complete items 1, 2, and 3. ☒ Print your name and address on the reverse so that we can return the card to you.		A. Signature ☒ X ☐ Agent ☐ Addressee	
COPART CATASTROPHE RESPONSE FLEET LLC 14185 DALLAS PARKWAY, SUITE 300 DALLAS, TX 75254		B. Received by (Printed Name) C. Date of Delivery	
D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No			
2. Article Number (Transfer from service label) 7022 2410 0000 2406 0682			
Service Type ☐ Adult Signature ☐ Registered Mail Restricted Delivery ☐ Registered Mail Restricted Delivery ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Insured Mail (over \$500) ☐ Insured Mail Restricted Delivery		☐ Priority Mail Express ☐ Registered Mail™ ☐ Registered Mail Restricted ☐ Registered Mail Restricted ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	
PS Form 3811, July 2020 PSN 7530-02-000-9053		Domestic Return Receipt	

7022 2410 0000 2406 0682

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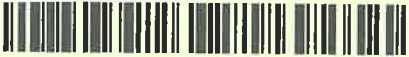
OFFICIAL

For delivery information, visit our website at usps.com/certifiedmail

**COPART CATASTROPHE
RESPONSE FLEET LLC
14185 DALLAS PARKWAY, SUITE 300
DALLAS, TX 75254**

PS Form 3800, April 2015 PSN 7530-02-000-9047

#614

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
☒ Complete items 1, 2, and 3. ☒ Print your name and address on the reverse so that we can return the card to you.		A. Signature ☒ <i>[Signature]</i> ☐ Agent ☐ Addressee	
COPART-DALLAS, LLC 14185 DALLAS PARKWAY, SUITE 300 DALLAS, TX 75254		B. Received by (Printed Name) <i>Dale D. Az</i>	C. Date of Delivery
		D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
 9590 9402 7690 2122 7186 52		3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Insured Mail ☐ Registered Mail Restricted Delivery (over \$500) ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	
2. Article Number (Transfer from service label) 7022 2410 0000 2406 0705			
PS Form 3811, July 2020 PSN 7530-02-000-9053		Domestic Return Receipt	

#615

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
☐ Complete items 1, 2, and 3. ☒ Print your name and address on the reverse so that we can return the card to you.		A. Signature ☒ <i>Boyle Diaz</i> ☐ Agent ☐ Addressee	
COPART, INC. 14185 DALLAS PARKWAY, SUITE 300 DALLAS, TX 75254		B. Received by (Printed Name) <i>Boyle Diaz</i>	C. Date of Delivery
		D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
 9590 9402 7690 2122 7186 45		3. Service Type ☐ Adult Signature ☐ Priority Mail Express® ☐ Adult Signature Restricted Delivery ☐ Registered Mail™ ☒ Certified Mail® ☐ Registered Mail Restricted Delivery ☐ Certified Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Collect on Delivery ☐ Signature Confirmation Restricted Delivery ☐ Collect on Delivery Restricted Delivery ☐ Signature Confirmation Restricted Delivery (over \$500)	
2. Article Number (Transfer from service label) 7022 2410 0000 2406 0712			
PS Form 3811, July 2020 PSN 7530-02-000-9053		Domestic Return Receipt	

#616

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
☐ Complete items 1, 2, and 3. ☐ Print your name and address on the reverse so that we can return the card to you.		A. Signature ☒ <i>[Signature]</i> ☐ Agent ☐ Addressee	
B. Received by (Printed Name) <i>Wife DIAZ</i>		C. Date of Delivery	
D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No			
COPART CATASTROPHE RESPONSE FLEET LLC 14185 DALLAS PARKWAY, SUITE 300 DALLAS, TX 75254			
 9590 9402 7690 2122 7214 78		Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Insured Mail ☐ Insured Mail Restricted Delivery (over \$500)	
2. Article Number (Transfer from service label) 7022 2410 0000 2406 0682		☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	
PS Form 3811, July 2020 PSN 7530-02-000-9053		Domestic Return Receipt	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY													
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. COPART-HOUSTON, LLC 14185 DALLAS PARKWAY, SUITE 300 DALLAS, TX 75254 9590 9402 7690 2122 7214 85 2. Article Number (Transfer from service label) 7022 2410 0000 2406 0699		A. Signature X <i>[Signature]</i> ☐ Agent ☐ Addressee B. Received by (Printed Name) DOYLE DIAZ C. Date of Delivery D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No Service Type <table border="0"><tr><td>☐ Adult Signature</td><td>☐ Priority Mail Express®</td></tr><tr><td>☐ Adult Signature Restricted Delivery</td><td>☐ Registered Mail™</td></tr><tr><td>☒ Certified Mail®</td><td>☐ Registered Mail Restricted Delivery</td></tr><tr><td>☐ Certified Mail Restricted Delivery</td><td>☐ Signature Confirmation™</td></tr><tr><td>☐ Collect on Delivery</td><td>☐ Signature Confirmation Restricted Delivery</td></tr><tr><td>☐ Collect on Delivery Restricted Delivery</td><td></td></tr></table> ired Mail ired Mail Restricted Delivery (r \$500)		☐ Adult Signature	☐ Priority Mail Express®	☐ Adult Signature Restricted Delivery	☐ Registered Mail™	☒ Certified Mail®	☐ Registered Mail Restricted Delivery	☐ Certified Mail Restricted Delivery	☐ Signature Confirmation™	☐ Collect on Delivery	☐ Signature Confirmation Restricted Delivery	☐ Collect on Delivery Restricted Delivery	
☐ Adult Signature	☐ Priority Mail Express®														
☐ Adult Signature Restricted Delivery	☐ Registered Mail™														
☒ Certified Mail®	☐ Registered Mail Restricted Delivery														
☐ Certified Mail Restricted Delivery	☐ Signature Confirmation™														
☐ Collect on Delivery	☐ Signature Confirmation Restricted Delivery														
☐ Collect on Delivery Restricted Delivery															

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt