

1 **JUSTICE FOR WORKERS, P.C.**
William C. Sung SB# 280792
2 E-Mail: william@justiceforworkers.com
Tiffany L. Luu SB# 335127
3 E-Mail: tluu@justiceforworkers.com
3600 Wilshire Boulevard, Suite 1815
4 Los Angeles, CA 90010
Tel: 323-922-2000
5 Fax: 323-922-2000

6 Attorneys for Plaintiff JORGE NIETO

7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF RIVERSIDE**

10 JORGE NIETO, an individual and on behalf of
11 all others similarly situated;

12 Plaintiff,

13 vs.

14 PICK-YOUR-PART AUTO WRECKING, a
15 California corporation; and DOES 1 through
50,

16 Defendants

Case No.: CVRI2402255

[Assigned for All Purposes to:
Hon. Harold W. Hopp, Dept. 1]

**DECLARATION OF WILLIAM C. SUNG IN
SUPPORT OF MOTION FOR APPROVAL
OF PAGA SETTLEMENT AND
ATTORNEY'S FEES AND COSTS**

(Filed Concurrently with Notice of Motion and
Motion for Approval of PAGA Settlement;
Supporting Declarations and [Proposed]
Judgment and Order)

DATE: May 29, 2025

TIME: 8:30 a.m.

DEPT: 1

RESERVATION NO: 504424986153

Action Filed: April 23, 2024

Trial Date: Not Set

1 I, William C. Sung, hereby declare as follows:

2 1. I am an attorney licensed to practice law in the state of California and have been
3 admitted to practice before this Court. I am an attorney with the law firm of Justice for Workers,
4 P.C., counsel of record for Plaintiff Jorge Nieto (“Plaintiff”) in this action. I am lead counsel for
5 Plaintiff in this case and I have personal knowledge of the matters stated herein and if called and
6 sworn as a witness, I would and could competently testify under oath thereto.

7 **ATTORNEY QUALIFICATIONS**

8 2. My qualifications are as follow: I received my J.D. from the University of Southern
9 California Gould School of Law in 2011. During law school, I served as the Senior Content Editor
10 on the Southern California Law Review where I published the article: *Taking the Fight Back to Title*
11 *VII: A Case for Redefining “Because of Sex” to Include Gender Stereotypes, Sexual Orientation,*
12 *and Gender Identity*, Southern California Law Review, Volume 84:2 (Jan. 2011). During law
13 school, I also served as a judicial extern to U.S. Ninth Circuit Judge, Hon. Kim M. Wardlaw, and
14 U.S. Bankruptcy Court Judge, Hon. Ernest M. Robles; served as a law clerk to the General Counsel
15 of JM Eagle; and participated in the law school’s Employer Legal Advice Clinic.

16 3. After passing the California Bar in December 2011, I began practicing management-
17 side employment law at the Los Angeles office of Lewis Brisbois Bisgaard & Smith LLP. In 2013, I
18 began focusing my practice at Lewis Brisbois on representing employers in wage and hour class and
19 PAGA action lawsuits. In January 2017, I was elevated to the position of Partner and Vice Chair of
20 Lewis Brisbois’ Wage & Hour Class Action Practice Group. In November 2020, I was elevated as
21 the Co-Chair of Lewis Brisbois Wage & Hour Class Action Practice Group, becoming one of the
22 youngest attorneys to chair a practice group at the firm. In January 2022, I was voted in as an equity
23 partner, becoming one of the youngest equity partners and the third Asian-American equity partner
24 in the history of this 1,500-attorney firm.

25 4. In May 2023, I left LBBS and co-founded Barber Ranen LLP.

26 5. In July 2023, I joined Justice for Workers, P.C. (“JFW”) and began heading its
27 Complex Litigation Practice Group where I focus my practice on representing employees in wage
28 and hour class and PAGA action lawsuits.

1 6. In my current practice at JFW, I serve as the lead plaintiff's counsel on over 100
2 pending class and/or PAGA actions. In addition to this matter, I have resolved over 30 other class
3 and/or PAGA actions at mediation. The following are cases in which I have received final or
4 preliminary approval of class action and/or PAGA settlement and I was appointed as class and/or
5 PAGA counsel: *Dennisha Lampkin v. Sunstates Security, Inc.*, Riverside Superior Court Case No.
6 CVRI2305600, final approval granted on December 18, 2024; *Juan Hinojos Campos v. Applied*
7 *Technology Group, Inc.*, Kern Superior Court Case No. BCV-23-103067, final approval granted on
8 March 11, 2025; *Eric Echeverria v. Fireclay Tile Inc.*, San Benito Superior Court Case No. CU-23-
9 00249, preliminary approval granted on October 9, 2024; *Norma Borquez v. Smart Metals*
10 *Recycling LLC*, Yolo Superior Court Case No. CV2024-0050, preliminary approval granted on
11 November 5, 2024; *Randall Bachman v. Geodis Logistics LLC*, Riverside Superior Court, Case No.
12 CVRI2400956, preliminary approval granted on January 22, 2025; *Alexis Bartram v. Lakeshore*
13 *Learning Materials, LLC*, Los Angeles Superior Court Case No. 23STCV21174, preliminary
14 approval granted on March 5, 2025; *Mushfiqur Chowdhury v. CWT US, LLC*, Los Angeles Superior
15 Court Case No. 23STCV25373, preliminary approval granted on March 24, 2025; *Jose Regalado v.*
16 *United Markets*, Marin County Superior Court Case No. CV0001169, preliminary approval granted
17 on March 28, 2025; *Pedro Hernandez v. Edmund A. Gray Co.*, Los Angeles Superior Court Case
18 No. 24STCV04118, preliminary approval granted on April 9, 2025.

19 7. During my tenure as a wage and hour class action defense attorney, I have
20 represented employers in over 80 wage and hour class and/or PAGA action lawsuits. The following
21 is a list of wage and hour class and/or PAGA actions where I served as lead defense counsel or
22 primary handling attorney and in which final settlement approval was granted, I tried the case to
23 verdict, or I obtained a denial of motion for class certification: *Sylvia Martinez v. CCS Engineering*
24 *Fresno, Inc., et al.*, Los Angeles Superior Court, No. 22STCV14985, filed May 4, 2022 (PAGA
25 settlement approved on May 13, 2023); *Fidel Cruz v. Crescent Hotels & Resorts, LLC*, Sacramento
26 Superior Court, No. 34-2021-00299126, filed April 20, 2021 (PAGA settlement approved on
27 January 14, 2022); *Sidney Judge v. Aliso Viejo Brewing Company*, Orange County Superior Court,
28 No. 30-2021-01178139-CU-OE-CXC, filed January 8, 2021 (Class/PAGA settlement approved on

1 January 18, 2023); *Joseph Montgomery v. Copart, Inc.*, Sacramento Superior Court, No. 34-2020-
2 00280733, filed June 15, 2020 (Class/PAGA settlement approved on February 14, 2023); *Khawla*
3 *Majdoub v. Argent Hotel Management, LLC, et al.*, San Francisco Superior Court, No.
4 CGC20582921, filed February 13, 2020 (Class/PAGA settlement approved on September 9, 2022);
5 *Irene Quesada v. California Commerce Club, Inc.*, Los Angeles Superior Court, No.
6 19STCV41482, filed November 18, 2019 (PAGA settlement approved on November 17, 2021); *FPI*
7 *Management Wage and Hour Cases*, Los Angeles Superior Court, No. JCCP5050, filed August 19,
8 2019 (Class/PAGA settlement of two included cases approved on September 9, 2022); *Stephanie*
9 *Ouellette v. MKTG, Inc, et al.*, Los Angeles Superior Court, No. 19STCV27487, filed August 2,
10 2019 (Class/PAGA settlement approved on March 21, 2023); *Naomi Guynn-Neupane v. Magna*
11 *Legal Services, LLC, et al.*, U.S. District Court, Northern District of California, No. 5:19-CV-
12 02652, filed May 15, 2019 (Plaintiff's motion for class certification denied and defendant's motion
13 for summary judgment granted on October 6, 2021); *Janelle Murphy v. BBVA Compass*,
14 Sacramento Superior Court, No. 34-2018-00241658, filed September 28, 2018 (Class/PAGA
15 settlement approved on November 20, 2020); *George Gunn v. Shimadzu Precision Instruments,*
16 *Inc.*, Los Angeles Superior Court, No. BC719424, filed August 31, 2018 (Class/PAGA settlement
17 approved on June 22, 2020); *Lizbeth Garcia v. The Bay Clubs Company LLC*, San Diego Superior
18 Court, No. 37-2018-00029247-CU-OE-CTL, filed June 13, 2018 (PAGA settlement approved on
19 March 14, 2022); *Miguel Casillas v. FPI Management, Inc.*, Sacramento Superior Court, No. 34-
20 2018-00227643, filed February 22, 2018 (PAGA settlement approved on October 10, 2018); *Jesus*
21 *A. Hernandez v. J.V.C. Trucklines, Inc.*, San Bernardino Superior Court, No. CIVDS1714857, filed
22 August 3, 2017 (Class/PAGA settlement approved on May 22, 2018); *Mireya Castrejon v. CCS*
23 *Orange County Janitorial, Inc.*, Orange County Superior Court, No. 30-2017-00920076-CU-OE-
24 CXC, filed May 12, 2017 (Class/PAGA settlement approved on November 17, 2021); *Alfonso*
25 *Valadez v. California Commerce Club, Inc.*, Los Angeles Superior Court, No. BC644587, filed
26 December 20, 2016 (PAGA settlement approved on December 17, 2021); *Loreta B. Gharghani v.*
27 *Gefer Farms, Inc., et al.*, Los Angeles Superior Court, No. BC624938, filed June 23, 2016 (PAGA
28 settlement approved on January 14, 2021); *Salvador Magana v. Normandie Club Incorporated*, Los

1 Angeles Superior Court, No. BC621737, filed May 25, 2016 (Class/PAGA settlement approved on
2 October 26, 2018); *Kejuan Moore v. Farwest Insulation Contracting*, Los Angeles Superior Court,
3 No. BC588118, filed July 15, 2015 (PAGA settlement approved on August 26, 2016); *Maria*
4 *Dominguez v. Viva Bargain Center, Inc., et al.*, Los Angeles Superior Court, No. BC588049, filed
5 July 14, 2015 (Class/PAGA settlement approved on June 13, 2017); *Valentin Maracine v. Mesa*
6 *Verde Convalescent Hospital, Inc.*, Orange County Superior Court, No. 30-2015-00780115-CU-
7 OE-CXC, filed April 1, 2015 (Class/PAGA settlement approved on July 7, 2017); *Judy Pittacora, et*
8 *al. v. Aurora Vista Del Mar, LLC*, Ventura County Superior Court, No. 56-2014-00454445-CU-OE-
9 VTA, filed June 20, 2014 (Class/PAGA settlement approved on October 20, 2016); *Iffat "Iffy" Khan*
10 *v. FPI Management, Inc.*, Los Angeles Superior Court, No. BC541747, filed April 4, 2014
11 (Class/PAGA settlement approved on January 4, 2018); *Michael Luparello v. VIP Tours of*
12 *California, Inc., et al.*, Los Angeles Superior Court, No. BC538570, filed March 6, 2014 (First-
13 chaired certified class action trial through judgment on behalf of one of the defendants on August
14 16, 2019); *Bertram Riddick v. WDI International, Inc.*, Los Angeles Superior Court, No. BC507786,
15 filed May 2, 2013 (Class settlement approved on February 21, 2017); *Pedro Aviles v. Super A*
16 *Foods, Inc.*, Los Angeles Superior Court, No. BC504376, filed March 29, 2013 (Class/PAGA
17 settlement approved on March 9, 2016); *Jose Chavez v. Vallarta Food Enterprises, Inc., et al.*, Los
18 Angeles Superior Court, No. BC490630, filed August 21, 2012 (Class/PAGA settlement approved
19 on November 10, 2014); and *Melinda Gonzalez v. Workforce Outsourcing, Inc., et al.*, Los Angeles
20 Superior Court, No. BC489320, filed July 31, 2012 (Class/PAGA settlement approved on February
21 5, 2016).

22 **Authentication of the PAGA Settlement Agreement (CMO D.1.a)**

23 8. As counsel for Plaintiff and Aggrieved Employees, I have been intimately
24 involved in this case since its inception and I believe that the proposed PAGA settlement is an
25 excellent result for Aggrieved Employees and the State. Enclosed as **Exhibit 1** is a true and correct
26 copy of the parties' fully executed PAGA Settlement Agreement (the "Settlement" or
27 "Agreement"). The proposed explanatory letter regarding the Settlement to be mailed to Aggrieved
28 Employees along with their settlement checks is attached to the Agreement as **Exhibit A**.

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9. Defendant Your-Part Auto Wrecking owns and operates salvage yards for consumers who use used car parts in California.

10. On April 23, 2024, Plaintiff filed the initial Complaint alleging individual wage and claims for (1) Minimum Wage Violations; (2) Overtime Wage Violations; (3) Meal Period violations; (4) Rest Period Violations; (5) Wage Statement Penalties; (6) Waiting Time Penalties; (7) Failure to Reimburse Necessary Business Expenses; and (8) Unfair Competition.

11. Also on April 23, 2024, Plaintiff submitted the LWDA Letter of alleged Labor Code violations to Defendant and the California Labor and Workforce Development Agency (the "ALWD"). Enclosed as **Exhibit 2** is a true and correct copy of the April 23, 2024 LWDA Letter. Plaintiff's administrative exhaustion period expired without the LWDA indicating its intent to investigate the allegations.

12. On July 2, 2024, Plaintiff filed the operative First Amended Class and Representative Action Complaint (the “Operative Complaint”) adding a Ninth Cause of Action for Penalties under PAGA. Enclosed as **Exhibit 3** is a true and correct copy of the Operative Complaint. The Operative Complaint has been uploaded to the LWDA in compliance with PAGA.

13. The Parties met and conferred regarding an arbitration agreement signed by Plaintiff. Plaintiff agreed to attend mediation on a PAGA-only basis with class claims to be dismissed without prejudice. On January 27, 2025, the Parties participated in a PAGA mediation before mediator [redacted] Pearl, Esq., where the Settlement was achieved. On March 19, 2025, after the Parties fully executed the Agreement, Plaintiff filed a Request for Dismissal of Class Claims Without Prejudice, which the Court granted on March 21, 2025.

14. Following the filing of the Operative Complaint, Plaintiff and Defendant met and discussed the case regarding an agreement to mediate the action on a PAGA representative basis and further discussed the case to a protocol for an informal exchange of documents and information before mediation. Prior to mediation, the Parties engaged in informal discovery which allowed the Parties to meaningfully discuss this matter. Prior to mediation, the Parties engaged in informal discovery which allowed the Parties to meaningfully discuss this matter. Specifically, Defendant produced: (1) PAGA list with

1 Aggrieved Employees' employee identification numbers, dates of employment, and job position; (2)
2 all Aggrieved Employees' time and payroll records; (3) Defendant's employee handbook, meal
3 period waiver, and arbitration agreement in effect during the PAGA Period; and (4) Plaintiff's
4 personnel file.

5 15. Plaintiff's counsel, with the assistance of a retained expert data analyst, analyzed and
6 reviewed the documents regarding Defendant's wage and hour policies and practices, the Aggrieved
7 Employees' time and pay records, and other information provided by Defendant and Plaintiff.
8 Plaintiff's counsel was able to evaluate the probability of success on the merits and Defendant's
9 maximum and risk-adjusted monetary exposure and prepare a damage analysis prior to mediation.
10 The time and pay records of all Aggrieved Employees allowed Plaintiff's counsel and their expert to
11 prepare an analysis with a high degree of certainty. In conjunction with their extensive factual
12 investigation, Plaintiff's counsel also investigated the applicable law regarding the claims and
13 defenses asserted in the litigation. Thus, Plaintiff and Plaintiff's counsel's familiarity with the facts
14 of the case and the legal issues raised by the pleadings allowed them to act intelligently in
15 negotiating the Settlement.

16 **Mediation with Neutral Mediator (CMO D.1.b.)**

17 16. On January 27, 2025, the Parties participated in private mediation before Steven
18 Pearl, Esq., an experienced, neutral, class action and PAGA mediator. The settlement negotiations
19 were at arm's length and, although conducted in a professional manner, were adversarial. The
20 Parties went into the mediation willing to explore the potential for a settlement of the dispute, but
21 each side was also prepared to litigate their position through trial and appeal if a settlement had not
22 been reached. After extensive negotiations and discussions regarding the strengths and weaknesses
23 of Plaintiff's claims and Defendant's defenses, the Parties reached a settlement of this Action, the
24 material terms of which are encompassed within the Agreement. The Parties recognized that the
25 issues presented in the Action are likely only to be resolved with extensive and costly pretrial and
26 trial proceedings, and that further litigation will lead to inconvenience, distraction, disruption, delay,
27 and expense disproportionate to the potential benefits of litigation. Plaintiff and Plaintiff's counsel
28 considered the risk and uncertainty of the outcome inherent in any litigation when determining

1 whether this Settlement was the correct option.

2 **Release of Claims for PAGA Penalties (CMO D.7.a.-D.7.c.)**

3 17. The Settlement provides for the following release of PAGA claims: “Plaintiff agrees
4 that upon entry of an Order approving the Settlement and full payment by Defendant of the Gross
5 Settlement Amount, Plaintiff releases all PAGA Released Claims which could have been sought by
6 the Labor Commissioner for the violations identified in Plaintiff’s LWDA Letter against the
7 Released Parties that arose during the PAGA Period. Plaintiff does not release any Aggrieved
8 Employees’ claim for wages or damages. Upon entry of the Order approving the Settlement and
9 judgment entered thereon, as well as full payment by Defendant of the Gross Settlement Amount,
10 Plaintiff and the State of California will be forever barred from pursuing any and all of the PAGA
11 Released Claims that arose during the PAGA Period against the Released Parties.” (Agreement, §
12 III.6.) “PAGA Released Claims” is defined as “any and all claims for civil penalties pursuant to
13 PAGA that were alleged or reasonably could have been alleged based on the facts set forth in the
14 Complaint and/or LWDA Letter which arose during the PAGA Period, including alleged violations
15 of Labor Code §§ 201, 202, 203, 204, 210, 221, et seq., 226, 226.7, 246, 256, 510, 512, 516, 558,
16 558.1, 1174, 1194, 1197, 1197.1, 1198, and 2802, California Industrial Commission Wage Orders,
17 and all claims for attorneys’ fees and costs and statutory interest in connection therewith.”
18 (Agreement, § I.12.) “Released Parties” means “Defendant Pick-Your-Part Auto Wrecking and its
19 officers, directors, employees, and agents.” (Agreement, § I.17.) All claims for civil penalties under
20 the PAGA alleged in the Complaint are alleged in the LWDA Letter.

21 18. The amount estimated in the Net Settlement Amount for the LWDA Payment and the
22 PAGA Aggrieved Employee Payment is \$188,551.19. Accordingly, approximately \$47,137.80
23 (25% of the Net Settlement Amount) will be paid to the estimated 865 Aggrieved Employees on a
24 pro-rata basis based on the number of pay periods each Aggrieved Employee worked during the
25 PAGA Period, and the raw average payment to Aggrieved Employees is estimated at \$54.49.

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1 claims Plaintiff asserted and the heightened subsequent violation penalty does not apply.

2 22. Regular Rate of Pay Violations. Plaintiff alleges that Defendant failed to incorporate
3 non-discretionary incentive compensation into the regular rate of pay for overtime wages, meal
4 period premiums, and paid sick leave wages. Here, Defendant paid Aggrieved Employees three
5 types of incentive compensation: Bonus, Commission, and Incentive Pay. Based on Plaintiff's
6 counsel and the expert's analysis of the records, Commission and Incentive Pay are factored into the
7 regular rate for overtime purposes but not for meal period premium and paid sick leave, while
8 Bonus is not factored into the regular for overtime, meal period premium, and paid sick leave
9 purposes. Based on Plaintiff's counsel and the expert's analysis of the payroll records, there were
10 approximately 550 pay periods with alleged overtime regular rate violations, 157 pay periods with
11 alleged meal period regular rate violations, and 194 pay periods with alleged paid sick leave regular
12 rate violations. At \$100 initial penalty per pay period and extrapolated to the date of mediation,
13 PAGA penalties for overtime regular rate is estimated at **\$65,448.97**, for meal period premium
14 regular ate is estimated at **\$18,682.71**, and for paid sick leave regular rate is estimated at
15 **\$23,085.64**. In response, Defendant argues that the Bonus paycode is for discretionary spot bonuses
16 and need not be factored into the regular rate of pay. Thus, Plaintiff's damages valuation is
17 excessive because Plaintiff incorrectly assumed Bonus needs to be included in the regular rate of
18 compensation.

19 23. Off-the-Clock Work. Plaintiff alleges that he and his coworkers experienced off-the-
20 clock work waiting in line to clock in and out. Here, any instances of off-the-clock work would not
21 be reflected in the records. Estimating that Class Members worked off the clock waiting in line to
22 clock in and out on approximately one out of every five pay periods (20% violation rate by pay
23 period), and at \$100 initial violation rate penalty per pay period, PAGA penalties are estimated at
24 **\$418,120.00**. In response, Defendant argues that it maintains compliant policies that require all
25 employees to accurately record their hours of work and prohibit off the clock work; that neither
26 Plaintiff nor any Aggrieved Employees made any complaints to Defendant and its executives
27 regarding off-the-clock work waiting to clock in and out; and the payroll records evidence that
28 Defendant paid Aggrieved Employees over 88,000 overtime hours total over \$2.6 million during the

1 PAGA Period. Thus, Defendant maintains that its policies, practices, and payroll records evidence
2 highly complaint policies and practices, a PAGA trial involving over 800 Aggrieved Employees is
3 not manageable due to due to numerous individualized inquiries as to whether which employees
4 worked off-the-clock and whether Defendant knew or should have known that employees were
5 working off the clock.

6 24. Inaccurate Wage Statements. Plaintiff alleges that, as a result of the aforementioned
7 wage violations, Defendant failed to furnish Aggrieved Employees with accurate itemized wage
8 statements in violation of Labor Code section 226(a). Based on Defendant's off-the-clock work
9 theory with a 20% violation rate by pay period, and at \$100 initial violation rate penalty per pay
10 period, PAGA penalties are estimated at **\$418,120.00** (penalties for the regular rate theory are
11 approximately \$88,415.61, which is subsumed under the off-the-clock work theory and not
12 separately assessed). In response, Defendant contends that this claim is derivative of the foregoing
13 unpaid wage claims and will fail along the underlying wage claims.

14 25. Failure to Pay All Wages Due Upon Termination. Plaintiff alleges that, as a result of
15 the aforementioned wage violations, Defendant failed to pay all wages due to formerly employed
16 Aggrieved employees upon their separation of employment in violation of Labor Code sections 201
17 and 202. At \$100 per former employee for 398 former employees, PAGA penalties are estimated to
18 be **\$39,800.00**. In response, Defendant contends that this claim is derivative of the foregoing unpaid
19 wage claims and will fail along the underlying wage claims.

20 26. Claims for Which No Penalties Are Assessed. Plaintiff does not assess damages for
21 the following theories of liability. First, Plaintiff alleges Defendant failed to provide compliant meal
22 and rest periods. Based on Plaintiff's counsel and the expert's analysis of time records for over
23 170,000 shifts and after accounting for meal period premiums paid, there were approximately 1,564
24 shifts (or 0.90%) with non-compliant meal period punches. (Id.) Furthermore, Defendant has
25 compliant policies regarding the provision of meal and rest periods. (Id.) In light of the low meal
26 period non-compliance rate, Plaintiff's counsel does not believe penalties for meal and rest period
27 should be assessed. Second, Plaintiff alleges that Defendant deducted the cost of uniform
28 replacement from his wages. (However, based on Plaintiff's counsel and the expert's analysis of

1 payroll records, there is no evidence of wage deductions for uniforms. Thus, Plaintiff's counsel does
2 not assess any penalties for this theory. Third, Plaintiff alleges that Defendant violated IWC Wage
3 Order 7, § 15(C), which provides: "A temperature of not less than 68° F shall be maintained in the
4 toilet rooms, resting rooms, and change rooms during hours of use." During informal discovery,
5 Defendant represented that its toilet rooms are temperature-controlled with air conditioning and
6 heating. (Id.) Accordingly, Plaintiff's counsel does not assess any penalties for this theory.

7 27. Maximum Exposure and Realistic Recovery at Trial. Based on the foregoing,
8 Plaintiff's counsel estimates Defendant's maximum exposure for PAGA penalties to be
9 approximately **\$983,257.30**. However, in addition to Defendant's defenses on the merits as
10 discussed above, PAGA penalties subject to discretionary reduction by this Court. Pursuant to
11 Labor Code § 2699(f)(2), the Court can decline to award the full amount of PAGA penalties where
12 "... if, based on the facts and circumstances of the particular case, to do otherwise, would result in
13 an award that is unjust, arbitrary and oppressive, or confiscatory." Indeed, courts have affirmed the
14 reduction of PAGA penalties in the past. Here, Defendant argued that based on their compliant
15 policies and practices, the significant amount of overtime paid during the PAGA Period, the high
16 meal period compliance rate, and the hyper-technical nature of the regular rate of pay theories of
17 liability, the Court will significantly reduce any award of PAGA penalties based on its good-faith
18 compliance with the Labor Code.

19 28. Taking into account Defendant's defenses on the merits and the potential for the
20 Court to reduce a PAGA penalty award, Plaintiff's counsel believes there is a 50% risk factor that
21 the Court will find some of the claims in Defendant's favor and/or exercise its discretion to reduce
22 the PAGA penalty award. Accordingly, applying an 50% discount to the maximum potential
23 recovery, Plaintiff's counsel believes the realistic recovery at trial on these claims to be
24 **\$491,628.66**.

25 29. The \$315,000.00 settlement is an excellent result and amounts to "genuine and
26 meaningful" relief "consistent with the underlying purpose of the statute to benefit the public" as it
27 represents approximately **67%** of Plaintiff's realistic recovery. (*See Villalobos v. Calandri Sunrise*
28 *Farm LP* (C.D. Cal., July 22, 2015, No. CV 12-2615 PSG (JEMx)) 2015 WL 12732709, at *5; *see*

1 also *O'Connor v. Uber Technologies, Inc.* (N.D. Cal. 2016) 201 F.Supp.3d 1110, 1135.) This is an
2 excellent result, particularly because, under the Settlement, Aggrieved Employees will receive
3 timely, guaranteed relief and will avoid the risk of not being able to recover anything.

4 **No Other Aggrieved Employees Have Been Informed of this Action (CMO D.6.a-D.6.b)**

5 30. Plaintiff's counsel have not informed any other Aggrieved Employees, whether
6 formally or informally, orally or in writing, individual or as a group, of the preparation, filing or
7 pendency of this action. Thus, Aggrieved Employees will not be prejudiced by the dismissal of
8 PAGA representative claims. Furthermore, the Proposed Judgment and Order expressly states in
9 Paragraph 11: "The dismissal of the Action does not extend to or otherwise affect the ability of an
10 Aggrieved Employee to bring individual, non-representative claims against Defendant for alleged
11 violations of the Labor Code."

12 **THE REQUESTED ATTORNEYS' FEES AND COST AWARD SHOULD BE APPROVED**

13 31. This Settlement is beneficial in that it limits the risk of continued expenses and
14 consumption of time, energy, and resources facing Defendant while at the same time rewarding
15 Plaintiff's counsel for their decision to assume risk by taking on this matter. In fact, prosecution of
16 this action involved significant financial risk for Plaintiff's counsel. Plaintiff's counsel undertook
17 this matter solely on a contingent basis, with no guarantee of recovery. Once Plaintiff's counsel
18 undertook this litigation on behalf of the Aggrieved Employees, they committed to pursue it to its
19 conclusion, placing their fiduciary duty to the Aggrieved Employees ahead of all other concerns.

20 32. My fee requests of one-third (33 1/3%) of the gross settlement amount, a lodestar
21 hourly rate of \$800 per hour to me and \$450 to Tiffany Luu have been approved by multiple courts,
22 including by this Court in *Dennisha Lampkin v. Sunstates Security, Inc.*, Riverside Superior Court
23 Case No. CVRI2305600, final approval granted on December 18, 2024.

24 **Time Spent by Counsel, Description of Work Performed, Reasonableness of Fees Charged,**
25 **and Description of Costs Actually Incurred (CMO D.3)**

26 33. Plaintiff's counsel's current lodestar is \$67,605.00 which is based on 98.9 hours of
27 attorney time for William Sung and Tiffany Luu at their customary hourly rates. Plaintiff's
28 counsel's requested fee award represents a 1.63 lodestar multiplier, which is well within the range

1 of the lodestar multipliers. Enclosed as **Exhibit 5** is a true and correct copy of William Sung's time
2 log. Enclosed as **Exhibit 6** is a true and correct copy of Tiffany Luu's time log.

3 34. Additionally, Plaintiff's counsel estimate they will devote no less than 10 hours,
4 although likely more time, to additional tasks, which are hours not included in the foregoing
5 lodestar total. These additional hours will include time spent to obtain and monitor approval of the
6 Settlement and requested awards, oversee the settlement administration process and distribution of
7 funds, respond to inquiries, and communicate with Plaintiff regarding the case.

8 35. At this time, Plaintiff's litigation costs are approximately \$13,198.81, including
9 \$91.67 in estimated future costs in filing this Motion and supporting papers (\$75.91) and filing of
10 the Settlement Administrator's declaration of compliance re settlement administration (\$15.76).
11 Enclosed as **Exhibit 4** is a true and correct itemized list of costs incurred to date and estimated
12 future costs.

13 **PLAINTIFF'S INDIVIDUAL SETTLEMENT (CMO D.4.)**

14 36. Separate from this Settlement, Plaintiff settled his individual, non-PAGA claims with
15 Defendant for \$15,000.00, with \$10,000.00 to be paid to Plaintiff and \$5,000.00 to be paid to
16 Plaintiff's counsel as attorney's fees. Based on Plaintiff's counsel's calculations, Plaintiff's
17 individual wage and hour damages are \$33,279.23, broken down as (1) off-the-clock work: \$17,550
18 (\$39 overtime rate x 10 hours per week x 45 weeks); (2) unpaid meal period premiums: \$3,510 (\$26
19 hourly rate x 3 violations per week x 45 weeks); (3) unpaid rest period premiums: \$3,510 (\$26
20 hourly rate x 3 violations per week x 45 weeks); (4) unreimbursed cellphone expenses: \$519.23
21 (\$50/month x 45 weeks); (5) statutory wage statement penalties: \$1,950 (20 semi-monthly pay
22 periods); and (6) statutory waiting time penalties: \$6,240 (\$26 hourly rate x 8 hours x 30 days).
23 Thus, Plaintiff's Individual Settlement Payment is approximately 60% of Plaintiff's potential
24 recovery and consistent with the recovery ratio of the PAGA claims. Furthermore, because Plaintiff
25 is receiving consideration for settlement of his individual, non-PAGA claims, he is not otherwise
26 seeking a service award or enhancement payment for his services as the PAGA representative.

27 ///

28 ///

1 **THE COURT SHOULD APPROVE THE SETTLEMENT ADMINISTRATION FEES (CMO**
2 **D.8.a.)**

3 37. Plaintiff's counsel obtained administration bids from two administrators, and the
4 Parties jointly selected Phoenix Settlement Administrators as the neutral entity to administer this
5 Settlement based on its bid of \$8,250.00, which was the lowest bid.

6 **PLAINTIFF'S COUNSEL GAVE NOTICE OF THE PAGA SETTLEMENT TO THE**
7 **LWDA AND FINAL ACCOUNT (CMO D.1.c. and D.11)**

8 38. On April 28, 2025, I caused a copy of the Motion for Approval of PAGA Settlement,
9 supporting declarations, and the fully executed Agreement to be uploaded to the LWDA's website.
10 Enclosed as **Exhibit 7** is a true and correct copy of the LWDA's filing confirmation.

11 39. The Proposed Judgment and Order states the following in Paragraph 14: "The Court
12 sets a Final Accounting (Nonappearance) hearing on April 16, 2026 in Department 1 of the above-
13 entitled Court. Plaintiff is ordered to file a final report and declaration by the Settlement
14 Administrator regarding settlement distribution no later than 5 court days prior to the Hearing."

15 I declare, under penalty of perjury under the laws of the State of California, that the
16 foregoing is true and correct.

17 Executed on April 28, 2025 at Los Angeles, California.

18
19 

20 _____
William C. Sung

EXHIBIT 1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Settlement” or “Agreement”) is made and entered into between Plaintiff Jose Nieto (“Plaintiff”), acting in a Private Attorney General capacity, and Defendant Pick-Your-Part Auto Wrecking (“Defendant”).

I. DEFINITIONS

The following terms, when used in this Settlement, shall have the following meanings:

1. “Action” means the matter entitled *Jorge Nieto v. Pick-Your-Part Auto Wrecking*, Riverside County Superior Court Case No. CVRI2402255 and as set forth in Plaintiff’s correspondence to the California Labor and Workforce Development Agency (“LWDA Letter”) dated on or about April 23, 2024.
2. “Aggrieved Employees” means all current and former non-exempt or hourly paid employees who worked at least one pay period for Defendant in California at any time during the PAGA Period. Defendant represents that there are approximately 865 Aggrieved Employees.
3. “Complaint” means the First Amended Class and Representative Action Complaint in the Action filed on July 2, 2024.
4. “Court” means the Superior Court of California for the County of Riverside.
5. “Effective Date” means the date the Court enters an order approving the Settlement and entering judgment thereon.
6. “Individual PAGA Payment” means the amount to be paid to each Aggrieved Employee based on the formula described herein.
7. “LWDA” means the California Labor and Workforce Development Agency.
8. “Gross Settlement Amount” is the non-reversionary sum of Three Hundred Fifteen Thousand Dollars and Zero Cents (\$315,000.00), which represents the total all-in amount payable under this Settlement by Defendant, including, without limitation, payments to all Aggrieved Employees, payment to the LWDA, payment of Plaintiff’s Counsel’s fees and costs, payment of Plaintiff’s enhancement award, and payment to the Settlement Administrator for administration costs.
9. “Net Settlement Amount” is the amount remaining to distribute to the LWDA and Aggrieved Employees after the following amounts (if approved by the Court) are subtracted from the Gross Settlement Amount: (a) Plaintiff’s Counsel’s fees up to one-third (33 1/3%) of the Gross Settlement Amount, currently estimated at \$105,000.00; (b) Plaintiff’s verified costs up to \$20,000.00; and (c) verified administration costs up to \$8,250.00.
10. “PAGA” means the California Labor Code Private Attorneys General Act, California Labor Code § 2698, *et seq.*

11. “PAGA Period” means the time period from April 23, 2023 through March 27, 2025.

12. “PAGA Released Claims” means any and all claims for civil penalties pursuant to PAGA that were alleged or reasonably could have been alleged based on the facts set forth in the Complaint and/or LWDA Letter which arose during the PAGA Period, including alleged violations of Labor Code §§ 201, 202, 203, 204, 210, 221, et seq., 226, 226.7, 246, 256, 510, 512, 516, 558, 558.1, 1174, 1194, 1197, 1197.1, 1198, and 2802, California Industrial Commission Wage Orders, and all claims for attorneys’ fees and costs and statutory interest in connection therewith.

13. “Parties” means Plaintiff and Defendant, collectively.

14. “Pay Period” means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

15. “Plaintiff” means Jose Nieto.

16. “Plaintiff’s Counsel” means William C. Sung and Tiffany L. Luu of Justice for Workers, P.C.

17. “Released Parties” means Defendant Pick-Your-Part Auto Wrecking and its officers, directors, employees, and agents.

18. “Settlement Administrator” or “Administrator” means Phoenix Settlement Administrators.

II. RECITALS

1. Plaintiff alleges that with regard to the Aggrieved Employees, Defendant: (1) failed to paid all wages, including minimum and overtime wages; (2) failed to provide meal and rest breaks; (3) failed to pay paid sick leave; (4) failed to pay all wages timely and all wages due upon separation of employment; (5) failed to furnish accurate itemized wage statements; (6) failed to maintain accurate employment records; (7) failed to reimburse all necessary business expenses; (8) unlawfully deducted wages; and (9) failed to comply with temperature regulations in the Wage Orders, all of which result in liability for civil penalties under the PAGA.

2. On April 23, 2024, Plaintiff provided the LWDA Letter to the LWDA and Defendant asserting claims for civil penalties pursuant to PAGA stemming from alleged violations of the California Labor Code described in Paragraph II.1 above.

3. On April 23, 2024, Plaintiff filed the initial Class Action Complaint in the Action.

4. On July 2, 2024, Plaintiff filed the operative First Amended Class and Representative Action Complaint, adding a cause of action for civil penalties under the PAGA.

5. During the pendency of the Action, the Parties engaged in an informal discovery exchange prior to mediation. In response to Plaintiff’s Counsel’s informal discovery requests, Defendant provided Plaintiff’s Counsel with information and documents pertaining to Plaintiff and

other Aggrieved Employees and the claims in the Action in order for Plaintiff's Counsel to investigate Plaintiff's allegations and value the PAGA claim, including but not limited to timekeeping and payroll data.

6. On January 27, 2025, the Parties participated in mediation before mediator Steve Pearl, Esq. With the assistance of Mr. Pearl, the Parties agreed to fully and finally resolve, subject to Court approval, the PAGA Released Claims as to Plaintiff and the State of California.

7. Upon the execution of this Agreement, Plaintiff will seek dismissal of the class claims without prejudice.

III. OPERATIVE TERMS OF SETTLEMENT AGREEMENT

The Parties agree as follows:

1. **Non-Admission.** Nothing in this Settlement shall be construed to be an admission by Plaintiff that Plaintiff's claims do not have merit or by Defendant of any liability or wrongdoing as to Plaintiff, Aggrieved Employees, or any other person, and Defendant specifically disclaims any such liability or wrongdoing. The Parties have entered into this Settlement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses and risks. This Settlement and any related court documents or orders are not and may not be cited or admitted as evidence of liability.

2. **Gross Settlement Amount.** Defendant shall pay Three Hundred Fifteen Thousand Dollars and Zero Cents (\$315,000.00) as the **non-reversionary** Gross Settlement Amount. Defendant will not pay more than the Gross Settlement Amount (subject to the Escalator Clause below). The payment of the Gross Settlement Amount shall be made within thirty (30) calendar days of the Effective Date. Defendant shall make the payment to the Settlement Administrator who will then distribute all payments.

3. **Escalator Clause.** Defendant represents that there are an estimated 20,108 total Pay Periods worked by the Aggrieved Employees in California during the PAGA Period. If the total number of pay periods is 10% higher (22,118 Pay Periods), then Defendant shall have the option to either: (1) de-escalate the Settlement so that the PAGA Period ends on the date that the Pay Period count totals no more than 22,118; or (2) permit the GSA to be increased proportionally by the pay periods worked in excess of 10% (22,118 pay periods) multiplied by the per pay period value of \$14.92. For the purposes of clarity, if the number of pay periods is in excess by 11%, the GSA would increase by 1%.

4. **Net Settlement Amount.** The Parties agree that the following amounts should be subtracted from the Gross Settlement Amount, if approved by the Court, resulting in a Net Settlement Amount to distribute to the LWDA and Aggrieved Employees:

a. **Plaintiffs Counsel's Fees and Costs.** Defendant will not oppose Plaintiffs request for attorneys' fees in the amount up to one-third (33 1/3%) of the Gross Settlement Amount (currently estimated at \$105,000.00), and costs incurred in prosecuting this Action up to \$20,000.00. In the event the Court approves a payment of less than these amounts, the difference will be added to the Net Settlement Amount. Defendant, via the Settlement Administrator, will

report these payments on IRS Form 1099 issued to Plaintiff's Counsel.

b. Administration Costs. Defendant will not oppose the Settlement Administrator's costs in the amount up to \$8,250.00 for administering the Settlement. In the event the Court approves a payment of less than this amount, the difference will be added to the Net Settlement Amount. Defendant, via the Settlement Administrator, will report this payment on IRS Form 1099 issued to the Settlement Administrator.

5. Allocation of Net Settlement Amount. The Net Settlement Amount shall be distributed pursuant to Labor Code § 2699 as follows:

a. 75% of the Net Settlement Amount shall be distributed to the LWDA.

b. 25% of the Net Settlement Amount shall be paid to Aggrieved Employees. This portion of the Net Settlement Amount shall be paid to all Aggrieved Employees pro rata based on the proportional number of pay period worked by each Aggrieved Employee for Defendant in California during the PAGA Period.

c. The Parties agree that should the Court deny approval of the Settlement based on the allocation of the Gross Settlement Amount or the Net Settlement Amount, the Parties agree to re-negotiate the allocation of funds in good faith in an effort to obtain approval of the Settlement.

6. PAGA Released Claims. Plaintiff agrees that upon entry of an Order approving the Settlement and full payment by Defendant of the Gross Settlement Amount, Plaintiff releases all PAGA Released Claims which could have been sought by the Labor Commissioner for the violations identified in Plaintiff's LWDA Letter against the Released Parties that arose during the PAGA Period. Plaintiff does not release any Aggrieved Employees' claim for wages or damages. Upon entry of the Order approving the Settlement and judgment entered thereon, as well as full payment by Defendant of the Gross Settlement Amount, Plaintiff and the State of California will be forever barred from pursuing any and all of the PAGA Released Claims that arose during the PAGA Period against the Released Parties.

7. No Right to Opt-Out. Aggrieved Employees do not have the right to object or opt out of or otherwise exclude themselves from the settlement of claims for civil penalties under PAGA.

8. Covenants and Representations by Plaintiff and Plaintiff's Counsel.

a. Plaintiff represents and warrants that Plaintiff has not assigned or transferred or purported to assign or transfer to any person or entity, any claim or portion thereof, or interest therein, which is or may be subject to this Settlement.

b. Plaintiff acknowledges that Plaintiff has read this Settlement, that Plaintiff fully understands Plaintiff's rights, privileges and duties under the Settlement, and enters into this Settlement freely and voluntarily, and without duress. Plaintiff further acknowledges that Plaintiff had the opportunity to consult with Plaintiff's attorneys to explain the terms of this Settlement and the consequences of signing this Settlement.

9. **Notification to LWDA.** Plaintiff's counsel will notify the LWDA of the settlement at the time the settlement is submitted to the court for approval, seek approval of the settlement, and perform any and all statutory tasks as required by law.

10. **Termination of Settlement.** If the Court does not approve the Settlement, or if the Court does not enter judgment as provided for in this Settlement, or if appellate review is sought and, on such review, the Court's decision is materially modified or reversed, or, except as otherwise set forth herein, if one or more of the material terms of the Settlement is not approved or is materially modified or reversed or found to be invalid, then either of the Parties shall have the right within ten (10) days of written notice thereof to elect to terminate the Settlement, in which case the Settlement shall have no force or effect, and the Parties shall be deemed to have reverted to their respective status as of the date and time immediately prior to the execution of this Settlement. However, before exercising this option, a Party contemplating terminating the Settlement will attempt to work with the other Party in good faith to modify the Settlement in order to obtain Court approval or to otherwise cure any defect in the Settlement.

11. **Judgment.** As part of the Motion to approve the Settlement, Plaintiff shall submit a proposed order and judgment which enters judgment in the Action in accordance with the terms of the Settlement, and the Court retains jurisdiction over the Action for the purpose of enforcing the terms of the Settlement following approval of the Settlement pursuant to Cal. Code Civ. Proc. § 664.6. This Settlement is expressly conditioned upon the Court entering judgment as set forth herein. The judgment will not release or bar any claims other than the PAGA Released Claims as to Plaintiff and the State of California.

IV. **ADMINISTRATION OF SETTLEMENT**

1. **Settlement Administrator.** The Parties agree to use Phoenix Settlement Administrators to handle the administration of this Settlement.

2. **Provision of Information for Aggrieved Employees.** Within five (5) business days of the Effective Date, Defendant shall provide the Settlement Administrator with information for Aggrieved Employees. Defendant will in good faith compile from its records a list of Aggrieved Employees that will be in a computer-readable format, such as a Microsoft Excel spreadsheet, and shall include each Aggrieved Employee's full name, last known mailing address, total number of Pay Periods or dates of employment, and Social Security number. Because Social Security numbers are included in the list, the Settlement Administrator will maintain the list in confidence, and access shall be limited to those with a need to use the list as part of the administration of the Settlement.

Within seven (7) business days of receiving the Aggrieved Employees' information from Defendant, the Settlement Administrator will circulate to counsel for both Parties an anonymized spreadsheet containing the estimated individual settlement payments to each Aggrieved Employee and the data used to calculate said payments. The Settlement Administrator shall obtain approval from all counsel of the calculations before mailing Individual PAGA Payments.

3. **Explanatory Letter and Individual PAGA Payments.** Upon receipt of the information for Aggrieved Employees, the Settlement Administrator will perform a search on the National Change of Address database to update the Aggrieved Employees' addresses.

Within twenty-one (21) calendar days of the Settlement being fully funded as provided above in Section III.2, the Settlement Administrator shall mail copies of the explanatory letter, which has been mutually approved by the Parties and is attached hereto as **Exhibit A** and to be translated into Spanish by the Settlement Administrator, along with Individual PAGA Payments to all Aggrieved Employees via regular First-Class U.S. Mail.

The Settlement Administrator will calculate the amount to be received by each Aggrieved Employee, which will be based on the formula set forth in Section III.5., *supra*. The Settlement Administrator will send each Aggrieved Employee a check for his or her Individual PAGA Payment along with the explanatory letter. Checks will remain negotiable for 180 days. Each Individual PAGA Payment shall be deemed penalties/interest and reported using IRS Form 1099.

4. **Undeliverable Notices.** The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Aggrieved Employee. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Aggrieved Employee.

Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address, using a skip-trace or other similar search, using the name, address and/or Social Security number of the Aggrieved Employee involved and will perform a single re-mailing if a new address is located.

Defendant fully discharges its obligations to those Aggrieved Employees to whom they will pay an Individual PAGA Payment through the mailing of a check, regardless of whether such checks are actually received and/or negotiated by Aggrieved Employees. Funds represented by checks returned as undeliverable after a re-mailing, and funds represented by checks remaining un-cashed for more than 180 days after issuance, will be tendered to the State Controller's Office under the unclaimed property fund laws in the names of the Aggrieved Employees to whom the checks were issued.

5. **Payment of Remainder.** Within twenty-one (21) calendar days of the Settlement being fully funded, the Settlement Administrator will distribute the following additional payments: (1) the 75% share of the Net Settlement Amount to the LWDA; (2) Court-approved attorney's fees and costs to Plaintiff's Counsel; and (3) Court-approved administration costs to the Settlement Administrator.

6. **Accounting.** No later than ten (10) business days prior to the Court's Final Accounting (Nonappearance) Hearing, the Settlement Administrator will provide an accounting under oath to the Parties of the amounts paid from the Settlement and/or uncashed.

7. **Tax Consequences.** Individual PAGA Payments made under this Settlement will be attributed 100% as penalties and interest and paid via IRS Form 1099 issued to each Aggrieved Employee. Neither Plaintiff nor Defendant, nor counsel for either of the Parties, makes any representations or warranties with respect to tax consequences of any payment under this Settlement.

V. MISCELLANEOUS PROVISIONS

1. **Mutual Preparation and Drafting.** The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement. The Parties agree that the terms and conditions of this Settlement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that neither Plaintiff nor Defendant shall be considered the "drafter" of this Settlement for purposes of having terms construed against that Party. This Settlement will not be construed more strictly against one Party merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement.

2. **Successors.** This Settlement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, assigns, administrators and successors.

3. **Costs and Fees.** The Parties shall each bear their own costs, attorneys' fees, expert fees, mediator fees and other fees incurred in connection with this Settlement and Plaintiff's PAGA claim, except as otherwise set forth specifically herein.

4. **Governing Law.** This Settlement shall be construed under and governed by the laws of the state of California. This Settlement shall be deemed to have been entered into in the County of Los Angeles, California, and all questions of validity, interpretation or performance of any of its terms or of any rights or obligations of the Parties to this Settlement shall be governed by California law. If any legal or equitable action is necessary to enforce the terms of this Settlement, it shall be brought in the State of California, County of Riverside.

5. **Complete Agreement.** The Parties each acknowledge and represent that this Settlement contains the entire understanding between them and contains all terms and conditions pertaining to the compromise and settlement of the PAGA Released Claims in the Action. This Settlement cannot be amended or modified except by a writing signed by counsel for the Parties hereto.

6. **Nullification of Settlement.** In the event that: (i) the Court does not approve the Settlement as provided herein; or (ii) the Settlement does not become final for any other reason, then this Settlement and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their original respective positions unless otherwise required under this Agreement.

7. **Judgment and Continued Jurisdiction.** After approval of this Settlement, the Court will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) settlement administration matters, and (iii) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement. Plaintiff will submit a proposed judgment in conformity with this Agreement to be entered by the Court, which shall constitute a final and binding resolution of the PAGA claim in the Action.

8. **Authorization to Enter into Settlement.** Counsel for all Parties warrant and represent that they are expressly authorized by the Parties whom they represent to negotiate this Settlement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement to effectuate its terms, and to execute any other documents required to

effectuate the terms of this Settlement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

9. **Execution and Counterparts.** This Settlement is subject only to the execution of all Parties. However, the Settlement may be executed in one or more counterparts. All executed counterparts, and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and

10. **Acknowledgement that the Settlement is Fair and Reasonable.** The Parties believe this Settlement is a fair, adequate and reasonable settlement of the PAGA claim in the Action, and, have arrived at this Settlement after arm's-length negotiations by experienced counsel and with the assistance of an experienced mediator. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement. the same instrument.

11. **Invalidity of Any Provision.** Before declaring any provision of this Settlement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Settlement valid and enforceable.

12. **Severability.** If any term or provision of this Settlement is held to be invalid or unenforceable, the remaining portions of this Settlement will continue to be valid and will be performed, construed and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the Parties, as determined from the face of the Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

13. **Waiver.** No waiver of any condition or covenant contained in this Settlement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such Party of the same or any other condition, covenant, right or remedy.

14. **Representation by Counsel.** The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement, and this Settlement has been executed with the consent and advice of counsel and reviewed in full.

15. **Binding Agreement.** The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement will be fully enforceable and binding on all Parties and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms under California Code of Civil Procedure § 664.6 and any other applicable statute or law, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

16. **Denial of Liability.** The Parties expressly recognize that the making of this Settlement does not in any way constitute an admission or concession of wrongdoing on the part

of Defendant. Nothing in this Settlement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the course of this Action, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation of any federal, state or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this Settlement may be used in any Court proceeding that has as its purpose the interpretation, implementation or enforcement of the Settlement or any orders or judgments of the Court entered into in connection therewith.

17. **Confidential.** The Parties agree that this Settlement is confidential (except for purposes of enforcement) and that no Party will issue any press release nor other public or non-public representation regarding the settlement other than as necessary to obtain Court approval and effectuate the terms of the Settlement. The Parties and their counsel agree that they will not initiate or have any contact with the press, respond to any press inquiry, or have any communication with the press about this case.

18. **Enforcement Action.** In the event that one or more of the Parties institutes any legal action, motion, or other proceeding against any other Party or Parties to enforce the provisions of this Settlement Agreement or to declare rights and/or obligations under this Settlement Agreement, the prevailing Party or Parties will be entitled to recover from the non-prevailing Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any action, motion, or other proceeding.

IN WITNESS THEREOF, the Parties each acknowledge that they have read the foregoing Settlement, accept and agree to the provisions contained in this Settlement and hereby execute it voluntarily and with full understanding of its consequences.

ACCEPTED AND AGREED:

Dated: Mar 11, 2025

George Nieto
Plaintiff Jorge Nieto

Dated: March 14, 2025

P. Ferrell
Defendant Pick-Your-Part Auto Wrecking

Patrick Ferrell

Printed Name

VP Deputy General Counsel

Title

AGREED AS TO FORM AND CONTENT:

Dated: March 11, 2025



William C. Sung
Tiffany L. Luu
JUSTICE FOR WORKERS P.C
Attorneys for Plaintiff

Dated: March 17, 2025



Lonnie D. Giamela
Taylor Lee
FISHER & PHILLIPS LLP
Attorneys for Plaintiff

EXHIBIT A

**Re: *Payment from Jorge Nieto v. Pick-Your-Part Auto Wrecking*
Superior Court of California for County of Riverside, Case No. CVRI2402255**

SIMID
Name
Address

Dear NAME:

Enclosed, please find a check made payable to you. This is your payment from the settlement of the lawsuit titled *Jorge Nieto v. Pick-Your-Part Auto Wrecking*, Case No. CVRI2402255, pending in the Superior Court of California for the County of Riverside (the “Action”).

The Action was filed against *Pick-Your-Part Auto Wrecking* (“Defendant”) and includes a claim pursuant to the California Labor Code Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA”). The Action was brought by Plaintiff Jose Nieto (“Plaintiff”), a former employee of Defendant, on behalf of the State of California and other alleged aggrieved employees. You have been identified as one of the employees on whose behalf the case was brought.

Plaintiff claimed that Defendant owed civil penalties under PAGA for alleged violations of the California Labor Code. The parties have reached a settlement of Plaintiff’s claims, and on DATE, the Court approved the settlement, including the amount of civil penalties to be paid under the settlement. A portion of the civil penalty settlement amount goes to the State of California’s Labor and Workforce Development Agency. Another portion of the civil penalty settlement amount goes to employees of Defendant who were allegedly affected by the alleged violations of the Labor Code. By agreeing to this settlement, Defendant does not admit that it is liable in any way to current or former employees for any violations of the California Labor Code or any penalties. The Court has not decided the merits of Plaintiff’s claims.

Pursuant to the settlement, enclosed is a check for your share of a portion of the civil penalties. This check will remain valid for 180 days from the date of issuance. If you do not cash your check within 180 days of issuance, the funds will be deposited by the Settlement Administrator with the California State Controller’s Unclaimed Property Fund in your name. If you are still employed by Defendant, your decision to cash the check will not affect your employment.

While you were not a party to the Action, Plaintiff and the State of California have been bound by the settlement entered in this matter and approved by the Court, including the release contained in the settlement. The release pertains to civil penalties under PAGA only and does not release any aggrieved employee’s claim for wages or damages. The release includes all claims for civil penalties under the PAGA that were alleged or reasonably could have been alleged based on the facts alleged in Plaintiff’s complaint in the Action and/or notice submitted to the California Labor and Workforce Development Agency which arose from April 23, 2023 through March 27, 2025 (the “PAGA Period”), including alleged violations of Labor Code §§ 201, 202, 203, 204, 210, 221, *et seq.*, 226, 226.7, 246, 256, 510, 512, 516, 558, 558.1, 1174, 1194, 1197, 1197.1, 1198, and

2802, California Industrial Commission Wage Orders, and all claims for attorneys' fees and costs and statutory interest in connection therewith.

If you have any questions, you can contact Phoenix Settlement Administrators, the Settlement Administrator, at (800) 523-5773 and info@phoenixclassaction.com.

EXHIBIT 2



JUSTICE FOR WORKERS

3600 WILSHIRE BOULEVARD, SUITE 1815, LOS ANGELES, CA 90010

TEL: (323) 922-2000

FAX: (323) 922-2000

www.JusticeForWorkers.com

April 23, 2024

VIA PAGA ONLINE FILING ONLY

California Labor and Workforce Development Agency

Attn: PAGA Administrator

455 Golden Gate Avenue, 9th Floor

San Francisco, CA 94102

<https://dir.tfaforms.net/308>

**Re: *Jorge Nieto v. Pick-Your-Part Auto Wrecking*
Notice of Private Attorneys General Act Claim**

Dear PAGA Administrator:

This office has been retained by aggrieved employee Jorge Nieto ("Plaintiff") concerning a representative action pursuant to the Private Attorneys General Act of 2004, California Labor Code §§ 2698, *et seq.* ("PAGA") against Pick-Your-Part Auto Wrecking (including any and all affiliates, subsidiaries, parents, directors, officers, managing agents, and executive employees) (collectively referred to as "Defendants") for violations of California wage and hour laws. Plaintiff seeks civil penalties for violations of the Labor Code and all other remedies available under PAGA.

Plaintiff seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the notice requirements of Labor Code § 2699.3.

Defendants own and operate a used car parts sales business in California. Defendants employed Plaintiff as an hourly-paid, non-exempt employee from approximately July 2021 to August 2023 as a fluid technician at its Riverside and Sun Valley locations. The "aggrieved employees" that Plaintiff seeks civil penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California.

Based on the following facts and theories, Defendants violated and/or continue to violate, among other provisions of the Labor Code and applicable wage law, California Labor Code §§ 201, 202, 203, 204, 210, 221, *et seq.*, 226, 226.7, 246, 256, 510, 512, 516, 558, 558.1, 1174, 1194, 1197, 1197.1, 1198, and 2802, and IWC Wage Orders.

Labor Code §§ 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. The applicable Wage Order defines "hours worked" as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." See §2 of all applicable Wage Orders. Therefore, employers are required to pay employees for all time spent subject to the control of the employer and all time the employee is suffered or permitted to work. During the relevant time period, Defendants required Plaintiff and other aggrieved employees to perform work before clocking in, after clocking out, and/or during off-the-clock meal breaks, including waiting in line for 5 to 10 minutes to clock in and out, and failed to compensate aggrieved employees for this time.

Labor Code §§ 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Plaintiff and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week but were not paid for all hours worked before clocking in, after clocking out, and/or during off-the-clock meal breaks, including waiting in line for 5 to 10 minutes to clock in and out. Plaintiff and other aggrieved employees were not paid overtime compensation at the regular rate of pay because Defendants failed to incorporate multiple rates of pay and/or all non-discretionary remuneration into the regular rate of pay.

Labor Code §§ 226.7, 512, 516, and the Wage Orders require employers to pay an employee one additional hour of pay at the employee's regular rate of compensation for each meal or rest period that is not provided. During the relevant time period, Defendants required Plaintiff and other aggrieved employees to work during meal and rest periods and failed to compensate them properly and at the regular rate of compensation for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods, unlawful rounding of meal period punches, and by failing to incorporate multiple rates of pay and/or all non-discretionary remuneration into the regular rate of compensation.

Labor Code § 246 mandates employers to comply with various requirements with respect to the provision of paid sick leave to employees. During the relevant time period, Defendants improperly calculated the sick leave rate of pay owed to Plaintiff and other aggrieved employees by failing to incorporate multiple rates of pay and/or all non-discretionary remuneration into the sick leave pay rate calculation.

Labor Code §§ 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 if an employee quits 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' 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, Defendants failed to pay Plaintiff and other aggrieved employees all wages due to them within any time period specified by Labor Code §§ 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

Labor Code § 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. Labor Code § 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. During the relevant time period, Defendants failed to pay Plaintiff and other aggrieved employees all wages due to them within any time period specified by Labor Code § 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

Labor Code § 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Defendants did not provide Plaintiff and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Defendants were in violation of Labor Code § 226(a). The violations include, but are not limited to, the failure to include the total hours worked, including time spent working off the clock and during meal and rest periods, failure to state the correct gross and net wages earned for all time worked, and failure to state all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

Labor Code § 1174 requires an employer to keep, 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. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, Defendants failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Plaintiff and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

Labor Code § 2802 requires an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Plaintiff and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Defendants, including, but not limited to, charging them for the cost of uniforms when they needed to replace their uniforms.

Labor Code § 221, et seq. prohibits unlawful deductions of wages. Defendants unlawfully deducted the cost of replacement uniforms from the wages of Plaintiff and other aggrieved employees.

Labor Code § 1198 provides: "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." Section 15 of the applicable Wage Orders provide: "(C) A temperature of not less than 68° F shall be maintained in the toilet rooms, resting rooms, and change rooms during hours of use." During the relevant time period,

Defendants failed to provide Plaintiff and other aggrieved employees with toilet rooms with a temperature of not less than 68° F.

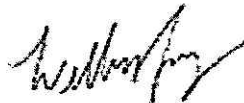
Therefore, on behalf of all aggrieved employees, Plaintiff seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the LWDA, for violation of the Labor Code pursuant to PAGA. Labor Code § 2699.3 requires that a claimant send a certified letter (i.e. this letter) to the employer in question and file an online claim to the LWDA setting forth the claims and the basis for the claims, thereby giving the LWDA and employer an opportunity to investigate the claims and/or take any action they deem appropriate. If the LWDA and Defendants elect not to take any action with respect to any of the foregoing claims, Plaintiff will seek these penalties in a civil action on behalf of all aggrieved employees within one year of the date of this letter as allowed by law.

If you have any questions, please contact me at the phone number or address below:

William C. Sung
JUSTICE FOR WORKERS, P.C.
3600 Wilshire Boulevard
Suite 1815
Los Angeles, CA 90010
Office: 323-922-2000
Fax: 323-922-2000
Email: william@justiceforworkers.com

Thank you for your attention to this matter.

Very truly yours,



William C. Sung
JUSTICE FOR WORKERS, P.C.

Cc: Via USPS Certified Mail – Return Receipt Requested

Pick-Your-Part Auto Wrecking
c/o Corporate Creations Network Inc.
Agent for Service of Process
7801 Folsom Boulevard, #202
Sacramento, CA 95826

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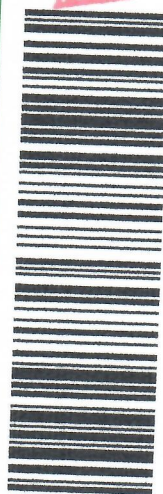
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Agent for Service of Process
7801 Folsom Boulevard, #202
Sacramento, CA 95826

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

*Pick - Your - Part Auto Wrecking
c/o Corporate Creations Network Inc.
Agent for Service of Process
1801 Folsom Boulevard, # 202
Sacramento, CA 95826*



9590 9402 8702 3310 1893 16

2. Article Number (Transfer from service label)

9589 0710 5270 0409 4289 21

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

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
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- ☐ Collect on Delivery Restricted Delivery
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- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

Subject: Thank you for submission of your PAGA Case.
Date: Tuesday, April 23, 2024 at 9:54:02 AM Pacific Daylight Time
From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY
To: William Sung

4/23/2024

LWDA Case No. LWDA-CM-1023890-24
Law Firm : Justice for Workers, P.C.
Plaintiff Name : Jorge Nieto
Employer: Pick-Your-Part Auto Wrecking
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

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

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

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

EXHIBIT 3

JUSTICE FOR WORKERS, P.C.

William C. Sung, SB# 280792

E-Mail: william@justiceforworkers.com

Tiffany L. Luu, SB# 335127

E-Mail: tluu@justiceforworkers.com

3600 Wilshire Boulevard, Suite 1815

Los Angeles, CA 90010

Tel: 323-922-2000

Fax: 323-922-2000

Attorneys for Plaintiff JORGE NIETO

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

JORGE NIETO, an individual and on behalf of
all others similarly situated;

Plaintiff,

vs.

PICK-YOUR-PART AUTO WRECKING, a
California corporation; and DOES 1 through
50,

Defendants.

Case No.: CVRI2402255

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT:**

- (1) **MINIMUM WAGE VIOLATIONS**
(LABOR CODE §§ 1182.12, 1194,
1194.2, 1197);
- (2) **OVERTIME WAGE VIOLATIONS**
(LABOR CODE §§ 204, 510, 1194,
1198);
- (3) **MEAL PERIOD VIOLATIONS**
(LABOR CODE §§ 226.7, 512, 558);
- (4) **REST PERIOD VIOLATIONS**
(LABOR CODE §§ 226.7, 516, 558);
- (5) **WAGE STATEMENT PENALTIES**
(LABOR CODE § 226);
- (6) **WAITING TIME PENALTIES**
(LABOR CODE §§ 201-203);
- (7) **FAILURE TO REIMBURSE
NECESSARY BUSINESS EXPENSES**
(LABOR CODE § 2802);
- (8) **UNFAIR COMPETITION (BUS &
PROF CODE §§ 17200, *et seq.*); and**
- (9) **CIVIL PENALTIES UNDER THE
CALIFORNIA PRIVATE**

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**ATTORNEYS GENERAL ACT
(LABOR CODE §§ 2698, *et seq.*)**

DEMAND FOR JURY TRIAL

Plaintiff JORGE NIETO (“Plaintiff”), on behalf of himself and all others similarly situated, hereby brings this First Amended Class and Representative Action Complaint (“Complaint”) against Defendants PICK-YOUR-PART AUTO WRECKING, a California corporation, and DOES 1 to 50 (collectively “Defendants”), and on information and belief alleges as follows:

JURISDICTION AND VENUE

1. Plaintiff, on behalf of himself and all others similarly situated, hereby brings this Complaint for recovery of unpaid wages and penalties under California Business and Professions Code § 17200, *et seq.*, Labor Code §§ 201-204, 221, *et seq.*, 226, 226.7, 246, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2802, 2698, *et seq.*, and Industrial Welfare Commission (“IWC”) Wage Orders (“Wage Orders”), in addition to seeking injunctive relief, declaratory relief, and restitution. This Complaint is brought pursuant to California Code of Civil Procedure § 382. This Court has jurisdiction over Defendants’ violations of the Labor Code because the amount in controversy exceeds \$25,000.

2. Venue is proper in this judicial district because Defendants maintain offices, have agents, and/or transact business in the State of California, including Riverside County, and some of the acts and omissions complained of herein occurred in Riverside County. Furthermore, Plaintiff was employed by Defendants within Riverside County.

PARTIES

3. Plaintiff is, and at all times relevant herein was, an individual over the age of eighteen (18) and is a California resident. Within the statute of limitations periods applicable to each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt employee. Plaintiff was, and is, a victim of Defendants’ policies, practices, and/or customs complained of herein and has been deprived of the rights guaranteed by Business and Professions Code § 17200, *et seq.*, Labor Code §§ 201-204, 221, *et seq.*, 226, 226.7, 246, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2802, 2698, *et seq.*, and Wage Orders.

1 4. Plaintiff is informed and believes, and based thereon alleges, that during the
2 applicable statute of limitations for each cause of action pled herein and continuing to the present,
3 Defendants engaged in, and continue to engage in, business, and employed Plaintiff and other,
4 similarly-situated non-exempt employees within Riverside County, and the State of California and,
5 therefore, were (and are) doing business in Riverside County and the State of California.

6 5. Plaintiff does not know the true names or capacities, whether individual, partner, or
7 corporate, of the defendants sued herein as DOES 1 to 50, inclusive, and for that reason, said
8 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
9 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed,
10 and believes, and based thereon alleges, that each of said fictitious defendants, whether individual,
11 partners, or corporate, was responsible in some manner for the acts and omissions alleged herein,
12 and proximately caused Plaintiff and the Classes (as defined below) to be subject to the unlawful
13 employment practices, wrongs, injuries, and damages complained of herein.

14 6. At all times herein mentioned, each of said Defendants participated in the doing of
15 the acts hereinafter alleged to have been done by the named Defendant; and furthermore,
16 Defendants, and each of them, were the agents, servants, and employees of each of the other
17 defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting
18 within the course and scope of said agency and employment.

19 7. Plaintiff is informed and believes, and based thereon alleges, that at all times
20 material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or
21 joint venturer of, or working in concert with each of the other co-Defendants and was acting within
22 the course and scope of such agency, employment, joint venture, or concerted activity. To the extent
23 said acts, conduct, and omissions were perpetrated by certain Defendants, each of the remaining
24 Defendants confirmed and ratified said acts, conduct, and omissions of the acting Defendants.

25 8. At all times herein mentioned, Defendants, and each of them, were members of, and
26 engaged in, a joint venture, partnership, and common enterprise, and acting within the course and
27 scope of, and in pursuance of, said joint venture, partnership, and common enterprise.

28 9. At all times herein mentioned, the acts and omissions of various Defendants, and

1 each of them, concurred and contributed to the various acts and omissions of each and all of the
2 other Defendants in proximately causing the injuries and damages as herein alleged.

3 **FACTUAL ALLEGATIONS**

4 10. Defendants own and operate a used car parts sales business in California. Defendants
5 employed Plaintiff as an hourly-paid, non-exempt employee from approximately July 2021 to
6 August 2023 as a fluid technician at its Riverside and Sun Valley locations.

7 11. Throughout Plaintiff's employment with Defendants, Defendants' timekeeping
8 and/or payroll policies and practices resulted in Plaintiff and other non-exempt employees not being
9 compensated for all hours actually worked. Plaintiff and other non-exempt employees regularly
10 worked more than eight hours in a workday or 40 hours in a workweek. Upon information and
11 belief, Defendants required Plaintiff and other non-exempt employees to perform work before their
12 scheduled shifts, after their scheduled shifts, and/or during off-the-clock meal breaks, including
13 waiting in line for 5 to 10 minutes to clock in and out, and failed to compensate employees for this
14 time. Upon information and belief, Defendants also failed to incorporate multiple rates of pay
15 and/or all non-discretionary remuneration into the regular rate of pay. As a result, Plaintiff and other
16 non-exempt employees were not compensated for all earned minimum and overtime wages.

17 12. Defendants failed to provide Plaintiff and other non-exempt employees with all
18 legally compliant meal periods due to Defendants' meal period policies/practices, which have
19 frequently resulted in late (commencing after the fifth hour of work), short (less than 30 minutes),
20 and/or missed meal periods. Upon information and belief, Plaintiff and other non-exempt
21 employees were not able to take their legally compliant meal breaks due to work demands imposed
22 by Defendants. Upon information and belief, Defendants do not keep accurate records of Plaintiff's
23 and other non-exempt employees' hours worked, including accurate time records showing when
24 employees take their meal periods. On those occasions when Plaintiff and other non-exempt
25 employees were not provided with all legally compliant meal periods to which they were entitled,
26 Defendants failed to compensate Plaintiff and other non-exempt employees with the required meal
27 period premium(s) for each workday there was a meal period violation as mandated by Labor Code
28 § 226.7. Upon information and belief, Defendants maintained no mechanism for the payment of

1 meal period premium payments as required by Labor Code § 226.7 in the event that a legally
2 compliant meal period was not provided to their non-exempt employees.

3 13. Plaintiff and other non-exempt employees were not authorized and permitted to take
4 all required rest periods due to Defendants' unlawful rest period policies/practices, which failed to
5 authorize and permit a net 10-minute rest period for every four hours worked, or major fraction
6 thereof. Plaintiff and other non-exempt employees were not able to take their legally compliant rest
7 breaks due to work demands imposed by Defendants. On those occasions when Plaintiff and other
8 non-exempt employees were not authorized and permitted to take all legally compliant rest periods
9 to which they were entitled, Defendants failed to compensate them with the required rest period
10 premium(s) for each workday there was a rest period violation as mandated by Labor Code § 226.7.
11 Upon information and belief, Defendants maintained no mechanism for the payment of rest period
12 premium payments as required by Labor Code § 226.7, in the event that a legally compliant rest
13 period was not authorized and permitted to their non-exempt employees.

14 14. Additionally, upon information and belief, Defendants violated Labor Code § 246 by
15 failing to incorporate multiple rates of pay and/or all non-discretionary remuneration into the paid
16 sick leave pay rate.

17 15. As a result of Defendants' failure to pay all minimum and overtime wages, failure to
18 pay all meal and rest period premium wages, and unlawful timekeeping and payroll practices as
19 alleged above, Defendants maintained inaccurate payroll records and issued inaccurate wage
20 statements to Plaintiff and other non-exempt employees. As a further result of Defendants' failure to
21 pay all minimum and overtime wages, sick leave wages, and meal and rest period premium wages,
22 Defendants failed to timely pay all final wages to Plaintiff and other former non-exempt employees
23 upon their separation of employment from Defendants.

24 16. Additionally, Defendants charged Plaintiff and other non-exempt employees for the
25 cost of uniforms when they needed to replace their uniforms. Despite requiring employees to incur
26 these necessary business expenses, Defendants failed to reimburse Plaintiff and other non-exempt
27 employees for the cost of these expenses.

28 ///

17. Labor Code § 221, et seq. prohibits unlawful deductions of wages. Defendants unlawfully deducted the cost of replacement uniforms from the wages of Plaintiff and other aggrieved employees.

18. Labor Code § 1198 provides: “The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful.” Section 15 of the applicable Wage Orders provide: “(C) A temperature of not less than 68° F shall be maintained in the toilet rooms, resting rooms, and change rooms during hours of use.” During the relevant time period, Defendants failed to provide Plaintiff and other aggrieved employees with toilet rooms with a temperature of not less than 68° F.

CLASS ACTION ALLEGATIONS

19. **Class Definitions:** Plaintiff brings this action on behalf of himself and the following Classes pursuant to § 382 of the California Code of Civil Procedure:

a. Minimum Wage Class: All current and former non-exempt employees of Defendants in the State of California who were subject to Defendants' timekeeping and payroll policies and/or practices, during the four years immediately preceding the filing of this action through the present.

b. Overtime Class: All current and former non-exempt employees of Defendants in the State of California who worked more than eight hours per day and/or 40 hours per week and were subject to Defendants' timekeeping policies and/or practices, during the four years immediately preceding the filing of this action through the present.

c. Meal Period Class: All current and former non-exempt employees of Defendants in the State of California who: (i) worked at least one shift in excess of 5.0 hours; and/or (ii) worked at least one shift in excess of 10.0 hours, during the four years immediately preceding the filing of this action through the present.

d. Rest Period Class: All current and former non-exempt employees of Defendants in the State of California who worked at least one shift of 3.5 or more hours, during the four years immediately preceding the filing of this action through the present.

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- 1 e. Wage Statement Class: All current and former non-exempt employees of Defendants
2 in the State of California who received a wage statement, during the one year
3 immediately preceding the filing of this action through the present.
- 4 f. Waiting Time Penalty Class: All of Defendants' formerly employed members of the
5 Minimum Wage Class, Overtime Class, Rest Period Class, and/or Meal Period Class
6 during the three years immediately preceding the filing of this action through the
7 present.
- 8 g. Expense Reimbursement Class: All current and former non-exempt employees of
9 Defendants in the State of California who were not reimbursed for all necessary
10 business expenses, during the four years immediately preceding the filing of this
11 action through the present.

12 20. **Numerosity/Ascertainability**: The members of the Classes are so numerous that
13 joinder of all members would be impractical, if not impossible. The membership of the Classes is
14 unknown to Plaintiff at this time; however, it is estimated that the members of the Classes number
15 greater than 50 individuals. The identity of such membership is readily ascertainable via inspection
16 of Defendants' employment records, including payroll records.

17 21. **Common Questions of Law and Fact Predominate/Well-Defined Community of**
18 **Interest**: There are predominant common questions of law and fact as to Plaintiff and members of
19 the Classes, which predominate over questions affecting only individual members including,
20 without limitation to:

- 21 a. Whether Defendants properly paid all overtime wages to members of the Overtime
22 Class;
- 23 b. Whether Defendants paid at least the minimum wage for all hours worked to
24 members of the Minimum Wage Class;
- 25 c. Whether Defendants provided all legally compliant meal periods or paid meal period
26 premium wages due to members of the Meal Period Class pursuant to Labor Code §§
27 226.7 and 512;

28 ///

- 1 d. Whether Defendants authorized and permitted all legally compliant rest periods or
2 paid all rest period premium wages due to members of the Rest Period Class
3 pursuant to Labor Code §§ 226.7 and 516;
- 4 e. Whether Defendants furnished legally compliant wage statements to members of the
5 Wage Statement Class pursuant to Labor Code § 226;
- 6 f. Whether Defendants reimbursed members of the Expense Reimbursement Class for
7 all necessary business expenses pursuant to Labor Code § 2802; and
- 8 g. Whether Defendants timely paid all final wages to members of the Waiting Time
9 Class at the time of their separation of employment pursuant to Labor Code §§ 201
10 and 202.

11 These common questions of law and fact set forth above are numerous and substantial and
12 stem from Defendants' policies and/or practices applicable to each individual class member. As
13 such, the common questions predominate over individual questions concerning each individual
14 class member's showing as to their eligibility for recovery or as to the amount of their damages.

15 22. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because
16 Plaintiff was employed by Defendants as a non-exempt employee in California during the statute(s)
17 of limitations period applicable to each cause of action pled in the Complaint. As alleged herein,
18 Plaintiff, like the members of the Classes, was not paid all minimum and overtime wages owed due
19 to Defendants' timekeeping and payroll policies/practices, was not provided all required meal
20 periods, was not authorized and permitted all rest periods, did not receive premium pay for non-
21 compliant meal and rest periods, was not paid all final wages upon separation of employment, was
22 not provided with accurate, compliant, itemized wage statements, and was not reimbursed for all
23 necessary business expenses.

24 23. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps
25 to represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiff's
26 attorneys are ready, willing and able to fully and adequately represent the members of the Classes
27 and Plaintiff. Plaintiff's attorneys have litigated numerous wage-and-hour class actions in state and
28 federal courts in the past and are committed to vigorously prosecuting this action on behalf of the

1 members of the Classes.

2 24. **Superiority:** The Labor Code is broadly remedial in nature and serves an important
3 public interest in establishing minimum working conditions and standards in California. These laws
4 and labor standards protect the average working employee from exploitation by employers who
5 have the responsibility to follow the laws and who may seek to take advantage of superior economic
6 and bargaining power in setting onerous terms and conditions of employment. The nature of this
7 action and the format of laws available to Plaintiff and members of the Classes make the class
8 action format a particularly efficient and appropriate procedure to redress the violations alleged
9 herein. If each employee were required to file an individual lawsuit, Defendants would necessarily
10 gain an unconscionable advantage since they would be able to exploit and overwhelm the limited
11 resources of each individual plaintiff with their vastly superior financial and legal resources.

12 25. Moreover, requiring each member of the Class(es) to pursue an individual remedy
13 would also discourage the assertion of lawful claims by employees who would be disinclined to file
14 an action against their former and/or current employer for real and justifiable fear of retaliation and
15 permanent damages to their careers at subsequent employment. The claims of the individual
16 members of the Class are not sufficiently large to warrant vigorous individual prosecution
17 considering all of the concomitant costs and expenses attending hereto.

18 26. Furthermore, the prosecution of separate actions by the individual class members,
19 even if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
20 with respect to the individual class members against Defendants herein; and which would establish
21 potentially incompatible standards of conduct for Defendants; and/or legal determinations with
22 respect to individual class members which would, as a practical matter, be dispositive of the interest
23 of the other class members not parties to adjudications or which would substantially impair or
24 impede the ability of the class members to protect their interests. As such, the Classes identified
25 hereinabove are maintainable as classes under § 382 of the Code of Civil Procedure.

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FIRST CAUSE OF ACTION
MINIMUM WAGE VIOLATIONS
(Against All Defendants)

27. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though fully set forth herein.

28. Labor Code §§ 1182.12, 1197, and Wage Orders, § 4 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by state or local law. Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid wages and interest accrued thereon. At all relevant times herein, Defendants failed to conform its pay practices to the requirements of the law by failing to pay Plaintiff and members of the Minimum Wage Class for all hours worked, including, but not limited to, all hours they were subject to the control of Defendants and/or suffered or permitted to work under the Labor Code and Wage Orders.

29. Labor Code § 1198 makes unlawful the employment of an employee under conditions that the IWC prohibits. California Labor Code § 1194(a) and 1194.2(a) provide that an employer who has failed to pay its employees the legal minimum wage is liable to pay those employees the unpaid balance of the unpaid wages as well as liquidated damages in an amount equal to the wages due and interest thereon.

30. As a consequence of Defendants' non-payment of minimum wages, Plaintiff and members of the Minimum Wage Class seek recovery of the balance of unpaid wages, including interest thereon, statutory penalties, attorneys' fees, and costs of suit according to Labor Code §§ 218.6, 558, 1194, 1194.2, and 1199, Code of Civil Procedure § 1021.5; and Civil Code §§ 3287 and 3289.

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SECOND CAUSE OF ACTION
OVERTIME WAGE VIOLATIONS
(Against All Defendants)

31. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though fully set forth herein.

32. This cause of action is brought pursuant to Labor Code §§ 204, 510, 1194, 1198, and Wage Orders, § 3, which provide that non-exempt employees are entitled to all overtime wages and compensation for all overtime hours worked and provide a private right of action for the failure to pay all overtime compensation for overtime work performed.

33. At all times relevant herein, Defendants were required to properly compensate non-exempt employees, including Plaintiff and members of the Overtime Class, for all overtime hours worked pursuant to Labor Code § 1194 and Wage Orders. Wage Orders, § 3 requires an employer to pay an employee one and one-half (1½) times and two times the employee's regular rate of pay for overtime and double time hours work. Defendants caused Plaintiff and members of the Overtime Class to work overtime hours but failed to compensate these employees for all overtime hours actually worked.

34. As a consequence of Defendants' non-payment of overtime wages, Plaintiff and members of the Overtime Class seek recovery of the balance of unpaid overtime wages, including interest thereon, statutory penalties, attorneys' fees, and costs of suit according to Labor Code §§ 204, 210, 216, 218.6, 510, 1194, and 1198; Code of Civil Procedure § 1021.5; and Civil Code §§ 3287 and 3289.

THIRD CAUSE OF ACTION
MEAL PERIOD VIOLATIONS
(Against All Defendants)

35. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though fully set forth herein.

36. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed in their affirmative obligation to provide all of their non-exempt employees in California, including

1 Plaintiff and members of the Meal Period Class, with all legally compliant meal periods in
2 accordance with the mandates of the Labor Code and Wage Orders, § 11.

3 37. Despite Defendants' violations, Defendants did not pay an additional hour of pay to
4 Plaintiff and members of the Meal Period Class at their respective regular rates of compensation, in
5 accordance with California Labor Code §§ 204, 210, 226.7, and 512.

6 38. As a consequence of Defendants' unlawful meal period practices, Plaintiff and
7 members of the Meal Period Class seek recovery of unpaid premium wages for meal period
8 violations including interest thereon, statutory penalties, and costs of suit, pursuant to Labor Code
9 §§ 226.7, 512, 558, Wage Orders, and Civil Code §§ 3287 and 3289.

10 **FOURTH CAUSE OF ACTION**

11 **REST PERIOD VIOLATIONS**

12 **(Against All Defendants)**

13 39. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
14 fully set forth herein.

15 40. Labor Code §§ 226.7, 516, 558, and Wage Orders, § 12 and establish the right of
16 employees to be provided with a rest period of at least 10 minutes for each four-hour period
17 worked, or major fraction thereof. Plaintiff is informed and believes, and based thereon alleges, that
18 despite Defendants' failure to authorize and permit Plaintiff and members of the Rest Period Class
19 to take all legally compliant rest periods as alleged herein, Defendants did not pay these individuals
20 an additional hour of pay at their respective regular rate for the rest periods that they failed to
21 authorize and permit them to take, as required by Labor Code § 226.7.

22 41. As a consequence of Defendants' unlawful rest period practices, Plaintiff and
23 members of the Rest Period Class seek recovery of unpaid premium wages for rest period violations
24 including interest thereon, statutory penalties, and costs of suit, statutory penalties, attorneys' fees,
25 and costs of suit according to Labor Code §§ 226.7, 516, 558, Wage Orders, and Civil Code §§
26 3287 and 3289.

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FIFTH CAUSE OF ACTION
WAGE STATEMENT PENALTIES
(Against All Defendants)

42. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though fully set forth herein.

43. Plaintiff is informed and believes, and based thereon alleges, that Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff and members of the Wage Statement Class with accurate and complete, itemized wage statements that included, among other requirements, all hours worked, total gross wages earned, all rates of pay and corresponding number of hours worked, total net wages earned, the inclusive dates of the pay period, and/or the correct name and address of the legal entity that is the employer in violation of Labor Code § 226.

44. Defendants' failure to furnish Plaintiff and members of the Wage Statement Class with accurate and complete, itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of minimum and overtime wages and meal and rest period premium wages owed and deprived them of the information necessary to identify the discrepancies in Defendants' reported payroll data.

45. As a consequence of Defendants' unlawful wage statement practices, Plaintiff and members of the Wage Statement Class seek damages and/or statutory penalties, reasonable attorneys' fees, and costs of suit according to California Labor Code § 226.

SIXTH CAUSE OF ACTION
WAITING TIME PENALTIES
(Against All Defendants)

46. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though fully set forth herein.

47. This cause of action is brought pursuant to Labor Code §§ 201-203, which require an employer to pay all wages immediately at the time of separation of employment in the event the employer discharges the employee or the employee provides at least 72 hours of notice of their

1 intent to quit. In the event the employee provides less than 72 hours of notice of their intent to quit,
2 said employee's wages become due and payable not later than 72 hours upon said employee's last
3 date of employment.

4 48. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed
5 to timely pay Plaintiff and members of the Waiting Time Class all final wages due to them at their
6 separation from employment, including unpaid minimum and overtime wages as well as unpaid
7 meal and rest period premium wages.

8 49. Furthermore, Plaintiff is informed and believes, and based thereon alleges, that as a
9 matter of uniform policy and practice, Defendants continue to fail to pay Plaintiff and members of
10 the Waiting Time Class all earned wages at the end of employment in a timely manner pursuant to
11 the requirements of Labor Code §§ 201-202.

12 50. Defendants' failure to pay all final wages was willful within the meaning of Labor
13 Code § 203. Defendants' willful failure to timely pay Plaintiff and the members of the Waiting
14 Time Class their earned wages upon separation from employment results in continued payment of
15 daily wages up to thirty days from the time the wages were due.

16 51. As a consequence of Defendants' unlawful practices, Plaintiff and members of the
17 Waiting Time Class seek statutory penalties, and costs of suit according to California Labor Code §
18 203.

19 **SEVENTH CAUSE OF ACTION**

20 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

21 **(Against All Defendants)**

22 52. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
23 fully set forth herein.

24 53. At all relevant times herein, Defendants were subject to Labor Code § 2802, which
25 states that "an employer shall indemnify his or her employees for all necessary expenditures or
26 losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his
27 or obedience to the directions of the employer."

28 ///

54. Defendants violated Labor Code § 2802 by failing to reimburse Plaintiff and members of the Expense Reimbursement Class all necessary business expenses they incurred in the performance of their job duties.

55. As a consequence of Defendants' unlawful practices, Plaintiff and members of the class seek recovery of unreimbursed business expenses, including interest thereon, reasonable attorneys' fees, and costs of suit pursuant to Labor Code § 2802.

EIGHTH CAUSE OF ACTION

UNFAIR COMPETITION

(Against All Defendants)

56. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though fully set forth herein.

57. Defendants have engaged and continue to engage in unfair and/or unlawful business practices in California in violation of Business and Professions Code § 17200, *et seq.*, by:

- a. failing to pay Plaintiff and members of the Minimum Wage Class all minimum wages due;
- b. failing to pay Plaintiff and members of the Overtime Class all overtime wages due;
- c. failing to provide Plaintiff and members of the Meal Period Class with all meal periods to which they are entitled, and failing to pay them all meal period premium wages due;
- d. failing to authorize and permit Plaintiff and members of the Rest Period Class all rest periods to which they are entitled, and failing to pay them all rest period premium wages due;
- e. failing to issue accurate and itemized wage statements to Plaintiff and members of the Wage Statement Class;
- f. failing to timely pay all final wages to Plaintiff and members of the Waiting Time Penalty Class; and
- g. failing to reimburse all necessary business expenses to Plaintiff and members of the Expense Reimbursement Class.

58. Defendants' utilization of these unfair and/or unlawful business practices deprived Plaintiff and continues to deprive members of the Classes of compensation to which they are legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over Defendants' competitors who have been and/or are currently employing workers and attempting to do so in honest compliance with applicable wage and hour laws.

59. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged herein, Plaintiff for himself and on behalf of the members of the Classes, seeks full restitution of monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

60. The acts complained of herein occurred within the last four years immediately preceding the filing of the Complaint in this action.

NINTH CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT

(Against All Defendants)

61. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though fully set forth herein.

62. Plaintiff, an “aggrieved employee” within the meaning of Labor Code §§ 2698, *et seq.*, acting on behalf of himself and other aggrieved employees (collectively, “Aggrieved Employees”), brings this representative action against Defendants to recover the civil penalties due to Plaintiff and other Aggrieved Employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each subsequent violation or willful or intentional violation pursuant to Labor Code §§ 210 and/or 225.5 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100 for each initial violation and \$250 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250 for each initial violation and \$1,000 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; (5) pursuant to

1 Labor Code § 256, a civil penalty in an amount not exceeding 30 days per former employee as
2 waiting time under the terms of Labor Code § 203; and/or (6) \$100 for each initial violation and
3 \$200 for each subsequent violation per employee per pay period for those violations of the Labor
4 Code for which no civil penalty is specifically provided, based on the following Labor Code
5 violations:

- 6 a. Failing to pay minimum wages for all hours worked to Aggrieved Employees in
7 violation of Labor Code § 558, 1182.12, 1194, 1194.2, 1197, and 1198;
- 8 b. Failing to pay Aggrieved Employees all earned overtime compensation in violation
9 of Labor Code §§ 204, 510, 558, 1194, and 1198;
- 10 c. Failing to provide all legally required meal periods, and failure to pay meal period
11 premium wages, to Aggrieved Employees at the regular rate of compensation in
12 violation of Labor Code §§ 226.7, 512, 558, and 1198;
- 13 d. Failing to authorize and permit all legally required rest periods, and failure to pay
14 rest period premium wages, to Aggrieved Employees at the regular rate of
15 compensation in violation of Labor Code §§ 226.7, 516, 558, and 1198;
- 16 e. Failing to furnish Aggrieved Employees with complete, accurate, itemized wage
17 statements in violation of Labor Code § 226;
- 18 f. Failing to timely pay all final wages and compensation earned by Aggrieved
19 Employees at the time of separation in violation of Labor Code §§ 201-202;
- 20 g. Failure to reimburse Aggrieved Employees for all necessary business expenses in
21 violation of Labor Code § 2802;
- 22 h. Failing to pay Aggrieved Employees all paid sick leave wages in violation of Labor
23 Code § 246;
- 24 i. Violating Labor Code § 221, et seq. by deducting wages from Aggrieved Employees
25 for replacements;
- 26 j. Violating Labor Code § 1198 and Wage Orders by failing to maintain toilet rooms at
27 a temperature of no less than 68° F;
- 28 k. Failing to pay Aggrieved Employees all earned wages at least twice during each

1 calendar month in violation of Labor Code § 204; and

- 2 1. Failing to maintain accurate records on behalf of Aggrieved Employees in violation
3 of Labor Code §§ 1174 and 1198.

4 63. On or about April 23, 2024, Plaintiff notified Defendants via certified mail, and
5 notified the California Labor and Workforce Development Agency (“LWDA”) via its website, of
6 Defendants’ violations of the Labor Code and Plaintiff’s intent to bring a claim for civil penalties
7 under Labor Code §§ 2698, *et seq.* with respect to the violations of the Labor Code identified in the
8 preceding paragraph. Now that 33 days and 65 days have passed from Plaintiff notifying
9 Defendants and the LWDA of these violations, Defendants have not cured any curable violations,
10 and the LWDA has not provided notice that it intends to investigate the violations, Plaintiff has
11 exhausted administrative requirements for bringing a claim under the Private Attorneys General Act
12 with respect to these violations.

13 64. Plaintiff has incurred attorneys’ fees and costs, which Plaintiff is entitled to receive
14 under California Labor Code § 2699(g).

15 **PRAYER FOR RELIEF**

16 WHEREFORE, Plaintiff prays for judgment for himself and for all others on whose behalf
17 this suit is brought against Defendants, as follows:

- 18 1. For an order certifying the proposed Classes;
19 2. For an order appointing Plaintiff as representative of the Classes;
20 3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
21 4. Upon the First Cause of Action, for payment of minimum wages, liquidated
22 damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2, and
23 1197;
24 5. Upon the Second Cause of Action, for payment of overtime wages and penalties
25 according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;
26 6. Upon the Third Cause of Action, for meal period premium wages according to proof
27 pursuant to Labor Code §§ 226.7, 512, and 558;

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1 7. Upon the Fourth Cause of Action, for rest period premium wages according to proof
2 pursuant to Labor Code §§ 226.7, 516, and 558;

3 8. Upon the Fifth Cause of Action, for statutory penalties pursuant to Labor Code §
4 226;

5 9. Upon the Sixth Cause of Action, for statutory penalties pursuant to Labor Code §
6 203;

7 10. Upon the Seventh Cause of Action, for unreimbursed business expenses according to
8 proof pursuant to Labor Code § 2802;

9 11. Upon the Eighth Cause of Action, for restitution to Plaintiff and members of the
10 Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or
11 practices declared by this Court to be in violation of Business and Professions Code §§ 17200, *et*
12 *seq.*;

13 12. Upon the Ninth Cause of Action, for civil penalties due to Plaintiff, other Aggrieved
14 Employees, and the State of California according to proof pursuant to Labor Code §§ 558 and
15 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to
16 pay each employee and \$200 for each subsequent violation or willful or intentional violation
17 pursuant to Labor Code §§ 210 and/or 225.5 for each failure to pay each employee, plus 25% of the
18 amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent
19 violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial
20 violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee
21 per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation
22 pursuant to Labor Code § 226.3 per employee per pay period; (5) pursuant to Labor Code § 256, a
23 civil penalty in an amount not exceeding 30 days per former employee as waiting time under the
24 terms of Labor Code § 203; and/or (6) \$100.00 for each initial violation and \$200 for each
25 subsequent violation per employee per pay period for those violations of the Labor Code for which
26 no civil penalty is specifically provided;

27 13. Prejudgment interest on all due and unpaid wages pursuant to Labor Code § 218.6
28 and Civil Code §§ 3287 and 3289;

1 14. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§
2 218.5, 226, 1194, 2699(g), and Code of Civil Procedure § 1021.5; and

3 15. For such other and further relief, the Court may deem just and proper.

4 **DEMAND FOR JURY TRIAL**

5 Plaintiff hereby demands a trial by jury on all claims.

6
7 DATED: July 2, 2024

JUSTICE FOR WORKERS, P.C.

8
9 By: 

10 William C. Sung

11 Tiffany L. Luu

12 Attorneys for Plaintiff JORGE NIETO
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EXHIBIT 4

Jorge Nieto v. Pick-Your-Part Auto Wrecking
Riverside County Superior Court Case No. CVRI2402255
Time and Task Chart - William C. Sung

Description of Work	Hours
Review client intake and client documents; attend initial client meeting; communicate with client re case	3.6
Research potential theories of liability, background on Defendant, and Defendant's prior litigation history	3.3
Draft Complaint and PAGA letter	2.5
Review initial court notices	
Research and determine where to remail PAGA letter	0.8
Analyze arbitration agreement signed by client; communicate with client re same	0.5
Confer with Defendant's counsel re Plaintiff's arbitration agreement, effect of prior class settlement, and PAGA mediation	0.5
Draft First Amended Complaint	1
Conferences/communications with Defendant's counsel re mediator selection, mediation scheduling, and pre-mediation document and data request; communications with mediator	1.4
Conferences/communications with client re mediation strategy and preparation	1.5
Analyze pre-mediation records produced by Defendant; prepare analysis protocol for expert; work with expert to conduct PAGA damages analysis	4.3
Draft/revise mediation brief; conduct legal research for same	5.5
Prepare for and attend full-day mediation	8
Draft MOU; conferences/communications with Defendant's counsel re same	1.8
Conferences/communications with client re settlement, MOU, and PAGA settlement agreement	1.5
Draft/revise long-form PAGA settlement agreement and exhibits; conferences/communications with Defendant's counsel re same	4
Communications with administrator re administration bid, declaration and exhibits for settlement approval, and declaration and exhibits for final approval	1.3
Draft request for dismissal of class claims	1
Draft/revise Motion for Approval of PAGA Settlement, supporting declarations, and proposed order; conduct legal research re same	14.5
Conferences/communications with client re case updates and settlement approval	1
Misc. internal meetings regarding case strategy and case status	8
Total Hours:	66.00
Requested Rate:	\$800
Requested Fee Amount:	\$52,800

EXHIBIT 5

Jorge Nieto v. Pick-Your-Part Auto Wrecking
Riverside County Superior Court Case No. CVRI2402255
Time and Task Chart - Tiffany L. Luu

Description of Work	Hours
Review initial court notices	1
Analyze arbitration agreement signed by client; communicate with client re same	1.6
Draft and prepare Notice of Acknowledgment of Receipt packet	0.7
Draft initial joint CMC statement; confer with Defendant's counsel re same	1.3
Prepare for and attending initial CMC	1.5
Conferences/communications with Defendant's counsel re mediator selection, mediation scheduling, and pre-mediation document and data request; communications with mediator	0.5
Review Defendant's Answer to FAC	0.3
Draft second joint CMC statement; confer with Defendant's counsel re same	0.8
Conferences/communications with client re mediation strategy and preparation	1.5
Analyze pre-mediation records produced by Defendant; prepare analysis protocol for expert; work with expert to conduct PAGA damages analysis	1.3
Draft/revise mediation brief; conduct legal research for same	1
Prepare for and attend full-day mediation	8
Draft request to continue CMC	0.6
Draft MOU; conferences/communications with Defendant's counsel re same	0.3
Conferences/communications with client re settlement, MOU, and PAGA settlement agreement	1.5
Draft/revise Motion for Approval of PAGA Settlement, supporting declarations, and proposed order; conduct legal research re same	3
Misc. internal meetings regarding case strategy and case status	8
Total Hours:	32.90
Requested Rate:	\$450
Requested Fee Amount:	\$14,805

EXHIBIT 6



April 20, 2025
Jorge Nieto v. Pick-Your-Part Auto Wrecking
Riverside County Superior Court, Case No. CVRI2402255

Date	Description of Cost Item	Invoice #	Amount
4/23/2024	LWDA Filing Fee for Initial PAGA Notice	LWDA-CM-1023890-24	\$75.00
4/23/2024	Postage for Mailing PAGA Letter to Defendant's Agent for Service of Process	9589 0710 5270 0409 4289 21	\$8.69
4/27/2024	eFiling, Initial Appearance, and Complex Fees for Class Action Complaint	9514527	\$1,507.66
5/10/2024	Postage for Mailing PAGA Letter to Defendant's Sun Valley Location	9589 0710 5270 0409 4289 83	\$8.69
5/10/2024	Postage for Mailing PAGA Letter to Defendant's Chicago Headquarter	9589 0710 5270 0409 4289 90	\$8.69
6/14/2024	eFiling Fee for Joint Initial CMC Statement	9805538	\$14.16
7/9/2024	eFiling Fee for Proof of Service of Process	9914445	\$14.16
7/15/2024	eFiling Fee for First Amended Complaint	9939050	\$14.16
8/14/2024	Plaintiff's Share of Mediation Fees for Steven Pearl, Esq.	2024-329	\$10,000.00
8/31/2024	Expert Fee for Data Analysis	1890	\$1,400.00
9/20/2024	eFiling Fee for Joint CMC Statement	10417528	\$14.16
2/14/2025	eFiling Fee for Joint Request to Continue CMC	11331553	\$15.76
3/19/2025	eFiling Fee for Request for Dismissal of Class Claims (Rejected)	11565348	\$10.25
3/20/2025	eFiling Fee for Refiling Request for Dismissal of Class Claims	11573943	\$15.76
Estimated Future Cost	eFiling Fee for Motion for Approval of PAGA Settlement	N/A	\$75.91
Estimated Future Cost	eFiling Fee for Declaration of Compliance by Administrator	N/A	\$15.76
		TOTAL	\$13,198.81

EXHIBIT 7