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County of Los Angeles
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David W. Slayton,
Executive Officer/Clerk of Court,
By E. Galicia, Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ISABELLE ESCARCEGA, as an individual
and on behalf of all other aggrieved
employees,

Plaintiff,

vs.

BRIDGESTONE RETAIL OPERATIONS,
LLC, a Delaware limited liability company;
and DOES 1 through 100, inclusive,

Defendants.

Case No. 24STCV23201

**REPRESENTATIVE ACTION
COMPLAINT:**

**(1) CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT (LABOR CODE § 2698 *et seq.*)**

UNLIMITED CIVIL CASE

1 Plaintiff Isabelle Escarcega (“Plaintiff”), on behalf of herself and all other aggrieved
2 employees, hereby bring this Representative Action Complaint against Bridgestone Retail
3 Operations, LLC, a Delaware limited liability company, and DOES 1 to 100, inclusive
4 (collectively “Defendants”), and on information and belief allege as follows:

5 **JURISDICTION**

6 1. Plaintiff, on behalf of herself and all other aggrieved employees, hereby bring this
7 representative action for recovery of civil penalties under California Labor Code §§ 2698 *et seq.*

8 2. This Court has jurisdiction over Defendants because, upon information and belief,
9 Defendants are citizens of California, Defendants have sufficient minimum contacts in
10 California, or otherwise intentionally avail themselves to the California market so as to render
11 the exercise of jurisdiction over them by the California courts consistent with the traditional
12 notions of fair play and substantial justice.

13 **VENUE**

14 3. Venue as to each Defendant is proper in this judicial district pursuant to California
15 Code of Civil Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions
16 complained of herein occurred in the County of Los Angeles. Further, at all times relevant herein
17 Plaintiff was employed by Defendants within the County of Los Angeles.

18 **PARTIES**

19 4. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
20 Plaintiff was, and currently is, a California resident, residing in the County of Los Angeles.
21 During the one year immediately preceding Plaintiff’s giving of the required notice under the
22 PAGA, and within the statute of limitations periods applicable to the cause of action pled herein,
23 Plaintiff was employed by Defendants as hourly non-exempt employees.

24 5. Plaintiff is informed and believes, and based thereon alleges, that during the one
25 year preceding Plaintiff’s giving of the required notice under the PAGA and continuing to the
26 present, Defendants did (and do) business by operating a company making repairs and auto
27 services, including oil changes, tire rotations, and brake jobs, and employed Plaintiff and other
28 similarly-situated hourly non-exempt employees within the County of Los Angeles and, therefore,

1 were (and are) doing business in the County of Los Angeles and the State of California.

2 6. Plaintiff is informed and believes, and thereon alleges, that at all times mentioned
3 herein, Defendants were licensed to do business in California and the County of Los Angeles, and
4 were the employers of Plaintiff and the Aggrieved Employees (as defined in Paragraph 17).

5 7. Plaintiff does not know the true names or capacities, whether individual, partner,
6 or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said
7 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
8 amend this Representative Action Complaint when such true names and capacities are
9 discovered. Plaintiff is informed, and believes, and thereon alleges, that each of said fictitious
10 defendants, whether individual, partners, or corporate, were responsible in some manner for the
11 acts and omissions alleged herein, and proximately caused Plaintiff and the Aggrieved
12 Employees (as defined in Paragraph 17) to be subject to the unlawful employment practices,
13 wrongs, injuries, and damages complained of herein.

14 8. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned
15 herein, Defendants were and are the employers of Plaintiff and the Aggrieved Employees (as
16 defined in Paragraph 17).

17 9. At all times herein mentioned, each of said Defendants participated in the doing
18 of the acts hereinafter alleged to have been done by the named Defendant; and furthermore, the
19 Defendants, and each of them, were the agents, servants, and employees of each and every one
20 of the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned
21 were acting within the course and scope of said agency and employment. Defendants, and each
22 of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or
23 omissions complained of herein.

24 10. At all times mentioned herein, Defendants, and each of them, were members of
25 and engaged in a joint venture, partnership, and common enterprise, and acting within the course
26 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
27 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and the
28 Aggrieved Employees (as defined in Paragraph 17).

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12. During Plaintiff's employment with Defendants, Defendants failed to provide Plaintiff and other aggrieved employees with all legally compliant meal periods due to Defendants' meal period policies/practices, which have resulted in late (commencing after the fifth hour of work), short (less than 30 minutes), and missed meal periods. On those occasions when Plaintiff was not provided with all legally-required meal periods to which she was entitled, Defendants did not always compensate Plaintiff with the required meal period premium for each workday in which she experienced a meal period violation as mandated by Labor Code § 226.7. Furthermore, when Defendants did pay Plaintiff a meal period premium, Defendants paid the meal period premiums at the employee's base hourly rate of pay, despite the fact that Plaintiff and other aggrieved employees' regular rates of pay were higher than their base rates of pay due to their receipt of bonuses, incentive pay, and other remuneration, including forms of pay listed as "HighMileSpiff," "SSS Bonus," "LTAlignSpiff," "ServiceSpiff," and "TireSpiff," as well as other forms of pay (these forms of pay are referred to herein collectively as "Incentive Pay"). See *Ferra v. Loews Hollywood Hotel, LLC*, 11 Cal.5th 858, 785-86 (2021) (holding "regular rate of compensation" in Labor Code § 226.7 to be synonymous with "regular rate of pay" in Labor Code § 510, and therefore meal and rest period premiums must incorporate incentive pay just like overtime premiums).

13. Defendants have also failed to authorize and permit all required rest periods for Plaintiff and other aggrieved employees as Defendants' rest period policies/practices failed to authorize and permit employees to take an off-duty rest period of at least 10 minutes for every four hours worked, or major fraction thereof. Specifically, Defendants failed to authorize or permit Plaintiff and other aggrieved employees to take all off-duty rest periods due to work demands imposed by Defendants, and Plaintiff and other aggrieved employees were required to remain on-duty during rest periods. On the occasions when Plaintiff was not provided with all legally compliant rest periods to which she was entitled, Defendants failed to compensate Plaintiff

1 with the required rest period premium for each workday in which she experienced a rest period
2 violation as mandated by Labor Code § 226.7.

3 14. Defendants also failed to reimburse Plaintiff and other aggrieved employees for
4 all reasonable and necessary work expenditures, including, but not limited to, personal cellular
5 phone expenses and work tools, which were necessary to complete Plaintiff's job duties.
6 Specifically, Plaintiff used her personal cell phone to contact customers and her superiors for
7 work-related questions and confirmation of tasks. Despite these necessary expenditures,
8 Defendants failed to reimburse Plaintiff for her cell phone expenses and the cost of tools. As a
9 result, Plaintiff and other aggrieved employees were not reimbursed for these work-related
10 expenditures as required pursuant to Labor Code § 2802.

11 15. Plaintiff further alleges that Defendants are liable for violations of Labor Code §
12 245.5(e), § 246(l) and § 248.6(b)(3)(A), which require "paid sick days" to be "calculated in the
13 same manner as the regular rate of pay for the workweek in which the employee uses paid sick
14 time, whether or not the employee actually works overtime in that workweek" or "by dividing the
15 employee's total wages, not including overtime premium pay, by the employee's total hours
16 worked in the full pay periods of the prior 90 days of employment." However, Defendants failed
17 to properly provide and/or properly compensate all wages owed to Plaintiff and other aggrieved
18 employees because it had a uniform policy or practice of paying paid sick time at the employee's
19 base rate of pay without including earned Incentive Pay, which as described above, included
20 bonuses, incentive pay, and other remuneration, including forms of pay listed as "HighMileSpiff,"
21 "SSS Bonus," "LTAlignSpiff," "ServiceSpiff," and "TireSpiff," and/or other forms of pay that
22 cannot be excluded from the regular rate of pay for the purposes of paid sick pay under Labor
23 Code §§ 245.5(e) and 246(l).

24 16. As a result of Defendants' failure to compensate Plaintiff and other aggrieved
25 employees for meal and rest period premium wages earned, and failure to pay and list the correct
26 amount of sick pay, Defendants maintained inaccurate payroll records and failed to issue accurate,
27 compliant, itemized wage statements. Defendant further failed to timely pay other former
28 aggrieved employees all wages owed at the time of termination from employment.

17. Based on the foregoing, Plaintiff seek to represent herself and other aggrieved employees, as defined by Labor Code § 2699(c), who have been aggrieved by the Labor Code violations discussed herein.

18. On June 20, 2024, Plaintiff filed a Class Action Complaint against Defendant Bridgestone Retail Operations, LLC in the Superior Court of Los Angeles, Case No. 24STCV15445 (“Class Action”) alleging Defendants committed the same Labor Code violations as alleged herein. On July 8, 2024, Judge William F. Highberger issued his Order Staying the Class Action (the “Stay Order”). The Stay Order specifically stated that Defendant should file a notice of appearance and should not file an answer. However, in violation of the Stay Order, Defendant filed an Answer on August 15, 2024, which prevented Plaintiff from filing a First Amended Complaint to add this PAGA claim to the Class Action pursuant to Labor Code section 2699.3(a)(2)(C). Accordingly, Plaintiff is filing this separate PAGA action on behalf of herself and all current and former non-exempt employees who were employed by Defendant in California during the one year and 65-days prior to June 21, 2024 – the date Plaintiff notified Defendant Bridgestone Retail Operations, LLC, via certified mail, and the California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties under California Labor Code § 2698 *et seq.*

FIRST CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT

(AGAINST ALL DEFENDANTS)

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

20. Defendants have committed several Labor Code violations against Plaintiff and other aggrieved employees. Plaintiff, “aggrieved employees” within the meaning of Labor Code § 2698 *et seq.*, acting on behalf of herself and other aggrieved employees, brings this representative action against Defendants to recover the civil penalties due to Plaintiff, other aggrieved employees, and the State of California according to proof, including, but not limited

1 to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200.00 for
2 each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for
3 each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for
4 each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per
5 employee per pay period; (3) \$250.00 for each initial violation; and \$1,000.00 for each subsequent
6 violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (4) \$100.00 for
7 each initial violation and \$200.00 for each subsequent violation per employee per pay period for
8 those violations of the Labor Code for which no civil penalty is specifically provided, based on
9 the following Labor Code violations:

- 10 a. Failing to provide all legally required meal periods, or to pay premium pay in lieu
11 thereof, to Plaintiff and other aggrieved employees at the regular rate of pay in
12 violation of Labor Code §§ 226.7, 512, 558, and 1198;
- 13 b. Failing to authorize and permit all legally required rest periods, or to pay premium
14 pay in lieu thereof, to Plaintiff and other aggrieved employees at the regular rate
15 of pay in violation of Labor Code §§ 226.7, 516, 558, and 1198;
- 16 c. Failing to reimburse Plaintiff and other aggrieved employees for necessary
17 expenditures incurred in violation of Labor Code §§ 2802 and 2804;
- 18 d. Failing to furnish Plaintiff and other aggrieved employees with complete,
19 accurate, itemized wage statements in violation of Labor Code § 226 *et seq.*;
- 20 e. Failing to timely pay all final wages due to other aggrieved employees in violation
21 of Labor Code § 201, 202, and 203;
- 22 f. Failing to pay Plaintiff and other aggrieved employees sick pay at the employee's
23 regular rate of pay in violation of Labor Code §§ 245 *et seq.*, 246, 1194, 1194.2,
24 and 1197;
- 25 g. Failing to pay other aggrieved employees all final wages at the time of termination
26 from employment in violation of Labor Code §§ 201-203;
- 27 h. Failing to pay Plaintiff and other aggrieved employees all wages earned at least
28 twice during each calendar month in violation of Labor Code § 204; and

1 i. Failing to maintain accurate records on behalf of Plaintiff and other aggrieved
2 employees in violation of Labor Code §§ 1174 and 1198.

3 21. On or about June 21, 2024, Plaintiff notified Defendant Bridgestone Retail
4 Operations, LLC, via certified mail, and the California Labor and Workforce Development
5 Agency (“LWDA”) via its website, of Defendants’ violations of the California Labor Code and
6 Plaintiff’s intent to bring a claim for civil penalties under California Labor Code § 2698 *et seq.*
7 with respect to violations of the California Labor Code identified in Paragraph 19 (a)-(i). Now
8 that sixty-five days have passed from Plaintiff notifying Defendants of these violations, Plaintiff
9 has exhausted her administrative requirements for bringing a claim under the Private Attorneys
10 General Act with respect to these violations.

11 22. Plaintiff was compelled to retain the services of counsel to file this court action to
12 protect her interests and the interests of other aggrieved employees, and to assess and collect the
13 civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys’ fees and costs, which
14 she is entitled to receive under California Labor Code § 2699.

15 **PRAYER**

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

18 1. Upon the First Cause of Action, for civil penalties due to Plaintiff, other aggrieved
19 employees, and the State of California according to proof pursuant to Labor Code §§ 558 and
20 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure
21 to pay each employee and \$200 for each subsequent violation or willful or intentional violation
22 pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount
23 unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation
24 pursuant to Labor Code § 558 per employee per pay period; (3) \$250.00 for each initial violation
25 and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per
26 pay period; and/or (4) \$100.00 for each initial violation and \$200 for each subsequent violation
27 per employee per pay period for those violations of the Labor Code for which no civil penalty is
28 specifically provided, based on the Labor Code violations identified in Paragraph 19 (a)-(i);

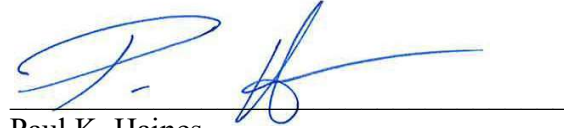
2. On all causes of action, for attorneys' fees and costs as provided by Labor Code § 2699(g) and Code of Civil Procedure § 1021.5; and

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

Dated: September 9, 2024

Respectfully submitted,
HAINES LAW GROUP, APC

By:



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Attorneys for Plaintiff