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13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **FOR THE COUNTY OF YOLO**

15 JAIME GARCIA, individually, and on behalf of
16 all others similarly situated,

17 Plaintiff,

18 vs.

19 PENSKE TRUCK LEASING CO., L.P.; and
20 DOES 1 through 10, inclusive,

21 Defendants

Case No.: CV2024-1831

**PAGA REPRESENTATIVE ACTION
COMPLAINT:**

1. Civil Penalties Under PAGA [Cal. Lab.
Code § 2699, et seq.]

DEMAND FOR JURY TRIAL

1 Plaintiff Jaime Garcia (“Plaintiff”), based upon facts that either have evidentiary support
2 or are likely to have evidentiary support after a reasonable opportunity for further investigation
3 and discovery, alleges as follows:

4 **INTRODUCTION & PRELIMINARY STATEMENT**

5 1. Plaintiff brings this action against Defendants Penske Truck Leasing Co., L.P.,
6 and Does 1 through 10 (collectively referred to as “Defendants”) for civil penalties under the
7 Private Attorneys General Act of 2004, California Labor Code §§ 2698 *et seq.* (“PAGA”)
8 stemming from Defendants’ failure to pay minimum wages, failure to pay overtime wages,
9 failure to provide meal periods, failure to authorize and permit rest periods, failure to maintain
10 accurate records of hours worked and meal periods, failure to timely pay all wages to terminated
11 employees, failure to indemnify necessary business expenses, and failure to furnish accurate
12 wage statements.

13 2. For over 50 years, California’s courts and legislature have recognized that this
14 State’s wage-and-hour laws serve a compelling public interest of fostering a stable job market.
15 Wages are not ordinary debts. Because of the economic position of the average worker and his
16 or her family, it is essential to the public welfare that employers obey the wage-and-hour laws so
17 that employees are promptly paid the minimum/overtime wages that the Legislature has required
18 for employees. So fundamental are California’s wage-and-hour laws that the Legislature has
19 criminalized certain types of violations. In extending extra protection to deter violations of these
20 underlying statutes—since Plaintiff is not seeking general and/or special damages, restitution or
21 other damages other than civil penalties—California has enacted the PAGA to permit an
22 individual to bring an action on behalf of himself and on behalf of others for PAGA penalties
23 only, which is the precise and sole nature of this action.

24 3. All California employees during the relevant statutes of limitations who performed
25 work for Penske Truck Leasing Co., L.P. and have been harmed by Defendants’ illegal practices
26 are referred to as “Aggrieved Employees.”

27 4. Plaintiff brings this action against Defendants seeking only to recover penalties for
28 himself, on behalf of all Aggrieved Employees that worked for Defendants, and on behalf of the

1 State of California. Plaintiff does not seek to recover anything other than penalties as permitted
2 by California Labor Code Section 2699 at this time. To the extent that statutory violations are
3 mentioned for wage violations, Plaintiff does not seek underlying general and/or special damages
4 for those violations, but simply penalties as permitted by California Labor Code Section 2699,
5 declaratory relief, and injunctive relief for himself and all Aggrieved Employees as permitted by
6 the PAGA.

7 5. Defendants own/owned and operate/operated an industry, business, and
8 establishment within the State of California, including Yolo County. As such, and based upon all
9 the facts and circumstances incident to Defendants' business in California, Defendants are
10 subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission
11 ("IWC"), and the California Business & Professions Code.

12 6. Despite these requirements, throughout the statutory period Defendants
13 maintained a systematic, company-wide policy and practice of:

- 14 (a) Failing to pay employees for all hours worked, including all minimum
15 wages, straight time wages, and overtime wages in compliance with the
16 California Labor Code and IWC Wage Orders;
 - 17 (b) Failing to provide employees with timely and duty-free meal periods in
18 compliance with the California Labor Code and IWC Wage Orders, failing
19 to maintain accurate records of all meal periods taken or missed, and
20 failing to pay an additional hour's pay for each workday a meal period
21 violation occurred;
 - 22 (c) Failing to authorize and permit employees to take timely and duty-free rest
23 periods in compliance with the California Labor Code and IWC Wage
24 Orders, and failing to pay an additional hour's pay for each workday a rest
25 period violation occurred;
 - 26 (d) Failing to reimburse for necessary business expenses;
 - 27 (e) Failing to maintain accurate records of the hours employees worked;
- 28

- 1 (f) Willfully failing to pay employees all meal period, rest period, minimum
2 wages, straight time wages, and overtime wages due within the time period
3 specified by California law when employment terminates; and
4 (g) Failing to provide employees with accurate, itemized wage statements
5 containing all the information required by the California Labor Code and
6 IWC Wage Orders.

7 7. On information and belief, Defendants, and each of them were on actual and
8 constructive notice of the improprieties alleged herein and intentionally refused to rectify their
9 unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were
10 willful and deliberate.

11 8. At all relevant times, Defendants were and are legally responsible for all of the
12 unlawful conduct, policies, practices, acts and omissions as described in each and all of the
13 foregoing paragraphs as the employer of Plaintiff and the Aggrieved Employees. Further,
14 Defendants are responsible for each of the unlawful acts or omissions complained of herein under
15 the doctrine of "respondeat superior".

16 **THE PARTIES**

17 **A. Plaintiff**

18 9. Plaintiff is a California resident that worked for Defendants in the County of Yolo,
19 State of California, as a technician from approximately September 2022 to July 2023.

20 10. Plaintiff reserves the right to seek leave to amend this complaint to add new
21 plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v.*
22 *American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

23 **B. Defendants**

24 11. Plaintiff is informed and believes, and based upon that information and belief
25 alleges, that Defendants are:

- 26 (a) Business entities with their principal places of business in Yolo, California;
27 (b) Business entities conducting business in numerous counties throughout the
28 State of California, including in Yolo County;

- 1 (c) The former employers of Plaintiff, and the current and/or former employers
2 of the putative Class. Defendants suffered and permitted Plaintiff and the
3 Class to work, and/or controlled their wages, hours, or working conditions;
4 and
- 5 (d) At all times Defendants are and were the joint employers of Plaintiff and
6 the Aggrieved Employees.

7 12. Plaintiff does not know the true names or capacities of the persons or entities sued
8 herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious names.
9 Each of the Doe Defendants was in some manner legally responsible for the damages suffered by
10 Plaintiff and the Aggrieved Employees as alleged herein. Plaintiff will amend this complaint to
11 set forth the true names and capacities of these Defendants when they have been ascertained,
12 together with appropriate charging allegations, as may be necessary.

13 13. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and
14 each of them, were residents of, doing business in, availed themselves of the jurisdiction of,
15 and/or injured a significant number of the Plaintiff and the Aggrieved Employees in the State of
16 California.

17 14. Plaintiff is informed and believes and thereon alleges that at all relevant times
18 each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and
19 the other Aggrieved Employees, and exercised control over their wages, hours, and working
20 conditions. Plaintiff is informed and believes and thereon alleges that, at all relevant times, each
21 Defendant was the principal, agent, partner, joint venturer, officer, director, controlling
22 shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in
23 interest of some or all of the other Defendants, and was engaged with some or all of the other
24 Defendants in a joint enterprise for profit, and bore such other relationships to some or all of the
25 other Defendants so as to be liable for their conduct with respect to the matters alleged below.
26 Plaintiff is informed and believes and thereon alleges that each Defendant acted pursuant to and
27 within the scope of the relationships alleged above, that each Defendant knew or should have
28 known about, and authorized, ratified, adopted, approved, controlled, aided and abetted the

1 conduct of all other Defendants.

2 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

3 15. Plaintiff is a California resident who worked for Defendants in the County of
4 Yolo, State of California during the statutory period. Plaintiff was typically scheduled to work at
5 least 5 days in a workweek, and typically in excess of 8 hours in a single workday.

6 16. Throughout the statutory period, Defendants failed to pay Plaintiff for all hours
7 worked (including minimum wages and overtime wages), failed to provide Plaintiff with
8 uninterrupted meal periods, failed to authorize and permit Plaintiff to take uninterrupted rest
9 periods, failed to indemnify Plaintiff for necessary business expenses, failed to timely pay all
10 final wages to Plaintiff when Defendants terminated Plaintiff's employment, and failed to furnish
11 accurate wage statements to Plaintiff. As discussed below, Plaintiff's experience working for
12 Defendants was typical and illustrative.

13 17. Throughout the statutory period, Defendants maintained a policy and practice of
14 not paying Plaintiff and the Aggrieved Employees for all hours worked, including all overtime
15 wages. Plaintiff and the Aggrieved Employees received non-discretionary bonuses, incentive
16 pay, shift differentials, and other remuneration. However, Defendants failed to incorporate all
17 remuneration when calculating the correct overtime rate of pay, meal break premium rate of pay,
18 and sick day rate of pay, leading to underpayment to Plaintiff and the Aggrieved Employees.
19 Also throughout the statutory period, Plaintiff and the Aggrieved Employees were required to
20 work off the clock, and uncompensated. For example, Plaintiff and the Aggrieved Employees
21 were required to clean after clocking out of work, off the clock and uncompensated. Also,
22 Plaintiff and the Aggrieved Employees were required to arrive to work early in order to prepare
23 the truck, gather tools, and set up the work bay, in order to be ready to work at the start time, off
24 the clock and uncompensated. Also throughout the statutory period, Defendants failed to provide
25 accurate wage statements with all required information. For example, Defendants failed to
26 provide all hours worked, rates, and the pay period information such as for Plaintiff's wage
27 statements dated June 30, 2023, June 16, 2023, June 9, 2023, May 26, 2023, and May 19, 2023
28 for "Reg Rate Ot", and for wage statements dated June 30, 2023, June 23, 2023, June 16, 2023,

June 9, 2023, June 2, 2023 for “shift premium”, and for wage statements dated June 30, 2023, June 23, 2023, June 2, 2023, May 26, 2023, and May 19, 2023 for “shift premiumot”, and for wage statements dated February 3, 2023, January 27, 2023, January 20, 2023, January 13, 2023, and January 6, 2023 for “shift different”.

18. Throughout the statutory period, Defendants have wrongfully failed to provide Plaintiff and the Aggrieved Employees with legally compliant meal periods. Defendants sometimes, but not always, required Plaintiff and the Aggrieved Employees to work in excess of five consecutive hours a day without providing 30-minute, continuous and uninterrupted, duty-free meal period for every five hours of work, or without compensating Plaintiff and the Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of work or tenth hour of work. Defendants also did not adequately inform Plaintiff and the Aggrieved Employees of their right to take a meal period by the end of the fifth hour of work, or, for shifts greater than 10 hours, by the end of the tenth hour of work. Plaintiff and the Aggrieved Employees were sometimes required to work during their meal periods, leading to the failure to provide uninterrupted meal periods. Accordingly, Defendants’ policy and practice was to not provide meal periods to Plaintiff and the Aggrieved Employees in compliance with California law.

19. Throughout the statutory period, Defendants have wrongfully failed to authorize and permit Plaintiff and the Aggrieved Employees to take timely and duty-free rest periods. Defendants sometimes, but not always, required Plaintiff and the Aggrieved Employees to work in excess of four consecutive hours a day without Defendants authorizing and permitting them to take a 10-minute, continuous and uninterrupted, rest period for every four hours of work (or major fraction of four hours), or without compensating Plaintiff and the Aggrieved Employees for rest periods that were not authorized or permitted. Defendants also did not adequately inform Plaintiff and the Aggrieved Employees of their right to take a rest period. Moreover, Defendants did not have adequate policies or practices permitting or authorizing rest periods for Plaintiff and the Aggrieved Employees, nor did Defendants have adequate policies or practices regarding the timing of rest periods. Defendants also did not have adequate policies or practices to verify

1 whether Plaintiff and the Aggrieved Employees were taking their required rest periods. Further,
2 Defendants did not maintain accurate records of employee work periods, and therefore
3 Defendants cannot demonstrate that Plaintiff and the Aggrieved Employees took rest periods
4 during the middle of each work period. Accordingly, Defendants' policy and practice was to not
5 authorize and permit Plaintiff and the Aggrieved Employees to take rest periods in compliance
6 with California law.

7 20. Throughout the statutory period, Defendants wrongfully required Plaintiff and the
8 Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for
9 Defendants without reimbursement. For example, Plaintiff and the Aggrieved Employees were
10 required to purchase masks, tools and equipment (such as basic tools, pliers, clamps, cocking
11 gun, drills, and other tools). Also, Plaintiff and the Class were sometimes required to use their
12 personal cellular telephones for work purposes, without reimbursement.

13 21. Throughout the statutory period, Defendants willfully failed and refused to timely
14 pay Plaintiff and the Aggrieved Employees at the conclusion of their employment all wages for
15 all minimum wages, overtime wages, meal period premium wages, and rest period premium
16 wages. Further, Defendants did not pay Plaintiff and the Aggrieved Employees their final
17 paychecks immediately upon termination.

18 22. Throughout the statutory period, Defendants failed to furnish Plaintiff and the
19 Aggrieved Employees with accurate, itemized wage statements showing all applicable hourly
20 rates, and all gross and net wages earned (including correct hours worked, correct wages earned
21 for hours worked, correct overtime hours worked, correct wages for meal periods that were not
22 provided in accordance with California law, correct wages for rest periods that were not
23 authorized and permitted to take in accordance with California law, and Defendant's address).
24 Further, the wage statements do not show Defendant's address as required by California law. As
25 a result of these violations of California Labor Code § 226(a), the Plaintiff and the Aggrieved
26 Employees suffered injury because, among other things:

- 27 (a) the violations led them to believe that they were not entitled to be paid
28 minimum wages, overtime wages, meal period premium wages, and rest

1 period premium wages to which they were entitled, even though they were
2 entitled;

- 3 (b) the violations led them to believe that they had been paid the minimum,
4 overtime, meal period premium, and rest period premium wages, even
5 though they had not been;
- 6 (c) the violations led them to believe they were not entitled to be paid
7 minimum, overtime, meal period premium, and rest period premium wages
8 at the correct California rate even though they were;
- 9 (d) the violations led them to believe they had been paid minimum, overtime,
10 meal period premium, and rest period premium wages at the correct
11 California rate even though they had not been;
- 12 (e) the violations hindered them from determining the amounts of minimum,
13 overtime, meal period premium, and rest period premium owed to them;
- 14 (f) in connection with their employment before and during this action, and in
15 connection with prosecuting this action, the violations caused them to have
16 to perform mathematical computations to determine the amounts of wages
17 owed to them, computations they would not have to make if the wage
18 statements contained the required accurate information;
- 19 (g) by understating the wages truly due them, the violations caused them to
20 lose entitlement and/or accrual of the full amount of Social Security,
21 disability, unemployment, and other governmental benefits;
- 22 (h) the wage statements inaccurately understated the wages, hours, and wages
23 rates to which Plaintiff and the Class were entitled, and Plaintiff and the
24 Class were paid less than the wages and wage rates to which they were
25 entitled.

26 Thus, Plaintiff and Aggrieved Employees are owed the amounts provided for in California Labor
27 Code § 226(e), including actual damages.

1 **FIRST CAUSE OF ACTION**

2 **(Against all Defendants for Civil Penalties Under the Private Attorneys General Act of**
3 **2004, Cal. Lab. Code § 2698 et seq.)**

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

6 24. At all times herein mentioned, Defendants were subject to the Labor Code of the
7 State of California and the applicable Industrial Welfare Commission Orders.

8 25. California Labor Code § 2699(a) specifically provides for a private right of action
9 to recover penalties for violations of the Labor Code: “Notwithstanding any other provision of
10 law, any provision of this code that provides for a civil penalty to be assessed and collected by
11 the Labor and Workforce Development Agency or any of its departments, divisions,
12 commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative,
13 be recovered through a civil action brought by an aggrieved employee on behalf of himself or
14 herself and other current or former employees pursuant to the procedures specified in Section
15 2699.3.”

16 26. Plaintiff has exhausted his administrative remedies pursuant to California Labor
17 Code § 2699.3. On May 5, 2024, Plaintiff gave written notice by online filing to the Labor and
18 Workforce Development Agency and by certified mail to Defendants of the specific provisions
19 of the Labor Code that Defendants have violated against Plaintiff and current and former
20 aggrieved employees, including the facts and theories to support the violations. Plaintiff also
21 paid the filing fee. Plaintiff’s PAGA case number is LWDA-CM-1031861-24.

22 27. The statute of limitations is tolled while a plaintiff exhausts his/her administrative
23 remedies with California’s Labor and Workforce Development Agency (LWDA) prior to suit,
24 which is required by the statute. (*See* Cal. Lab. Code § 2699.3(d).)

25 28. More than 65 days has elapsed since Plaintiff provided notice, but the Labor and
26 Workforce Development Agency has not indicated that it intends to investigate Defendants’
27 Labor Code violations discussed in the notice. Accordingly, Plaintiff may commence a civil
28 action to recover penalties under Labor Code § 2699 pursuant to § 2699.3 for the violations of

1 the Labor Code described in this Complaint. These penalties include, but are not limited to,
2 penalties under California Labor Code §§ 210, 226.3, 1197.1, and 2699(f)(2).

3 29. In addition, Plaintiff seeks penalties for Defendants' violation of California Labor
4 Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity,
5 employing labor who willfully fails to maintain accurate and complete records required by
6 California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable
7 IWC Order § 7(A)(3), every employer shall keep time records showing when the employee
8 begins and ends each work period. Meal periods, and total hours worked daily shall also be
9 recorded. Additionally, pursuant to the applicable IWC Order § 7(A)(5), every employer shall
10 keep total hours worked in the payroll period and applicable rates of pay.

11 30. During the time period of employment for Plaintiff and the Aggrieved Employees,
12 Defendants failed to maintain records pursuant to the Labor Code and IWC Orders by failing to
13 maintain accurate records showing meal periods, and accurate records showing when employees
14 begin and end each work period. Defendants' failure to provide and maintain records required by
15 the Labor Code IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the ability to
16 know, understand and question the accuracy and frequency of meal periods, and the accuracy of
17 their hours worked stated in Defendants' records. Therefore, Plaintiff and the Aggrieved
18 Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an
19 unjustified economic enrichment to Defendants. As a direct result, Plaintiff and the Aggrieved
20 Employees have suffered and continue to suffer, substantial losses related to the use and
21 enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking
22 to compel Defendants to fully perform its obligation under state law, all to their respective
23 damage in amounts according to proof at trial. Because of Defendants' knowing failure to
24 comply with the Labor Code and applicable IWC Wage Orders, Plaintiff and the Aggrieved
25 Employees have also suffered an injury in that they were prevented from knowing,
26 understanding, and disputing the wage payments paid to them.

27 31. Based on the conduct described in this Complaint, Plaintiff is entitled to an award
28 of civil penalties on behalf of himself, the State of California, and similarly Aggrieved

1 Employees of Defendants. The exact amount of the applicable penalties, in all, is in an amount
2 to be shown according to proof at trial. These penalties are in addition to all other remedies
3 permitted by law.

4 32. In addition, Plaintiff seeks an award of reasonable attorney's fees and costs
5 pursuant to Labor Code § 2699(g)(1), which states, "Any employee who prevails in any action
6 shall be entitled to an award of reasonable attorney's fees and costs."

7 **PRAYER FOR RELIEF**

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

10 1. That the Court declare, adjudge and decree that Defendants violated the California
11 Labor Code by failing to pay wages for all hours worked (including minimum, straight time, and
12 overtime wages), failing to provide meal periods, failing to authorize and permit rest periods,
13 failing to furnish accurate wage statements, and failing to maintain accurate records of all hours
14 worked and meal periods;

15 2. An award of civil penalties on behalf of himself and all similarly aggrieved
16 employees pursuant to PAGA;

17 3. Pre-judgment and post-judgment interest at the maximum rate allowed;

18 4. Attorneys' fees and costs reasonably incurred;

19 5. Injunctive and declaratory relief to the extent allowed by PAGA; and

20 6. Such other and further relief that the Court deems proper.

21
22 Dated: July 22, 2024

Respectfully submitted,

23 MOON LAW GROUP, PC

24
25 By: 

26 Kane Moon
27 Allen Feghali
28 S. Emily Grams
Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury as to all causes of action triable by jury.

Dated: July 22, 2024

MOON LAW GROUP, PC

By: _____

Kane Moon
Allen Feghali
S. Emily Grams
Attorneys for Plaintiff