

Kevin Mahoney (SBN: 235367)
kmahoney@mahoney-law.net
John A. Young (SBN: 299809)
jyoung@mahoney-law.net
MAHONEY LAW GROUP, APC
249 E. Ocean Boulevard, Suite 814
Long Beach, CA 90802
Telephone No.: (562) 590-5550
Facsimile No.: (562) 590-8400

Attorneys for Plaintiff CONCEPRION MELENDEZ GOMEZ as a designated Private Attorney General, pursuant to the Private Attorney General Act

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

CONCEPRION MELENDEZ GOMEZ,
as a designated Private Attorney General,

Plaintiff,

v.

FIRESTONE CAR WASH; and DOES 1
through 50, inclusive,

Defendants.

Case No.: 24STCV26392

COMPLAINT FOR DAMAGES

1. Violation of the Private Attorneys General Act, Labor Code §2698 et seq. for Recovery of Unpaid Wages and Overtime;
2. Violation of the Private Attorneys General Act, Labor Code §2698 et seq for Failure to Provide Meal Periods;
3. Violation of the Private Attorneys General Act, Labor Code §2698 et seq for Failure to Provide Rest Periods;
4. Violation of the Private Attorneys General Act, Labor Code §2698 et seq for Failure to Provide Accurate Itemized Wage Statements;
5. Violation of the Private Attorneys General Act, Labor Code § 2802 for Failure to Reimburse for Necessary Expenditures; and
6. Violation of the Private Attorneys General Act, Labor Code §2698 et seq for Failure to Pay Wages Due Upon Termination of Employment.

1 Plaintiff CONCEPRION MELENDEZ GOMEZ (“Plaintiff”) complains and alleges as
2 follows:

3 **INTRODUCTION**

4 1. This is an action brought on behalf of state of California as a Private Attorney
5 General pursuant to the Private Attorney General Act (2004), and more specifically, Labor Code
6 §2698 et seq. as a result of one or more of the violations of the California Labor Code alleged
7 herein by Defendant FIRESTONE CAR WASH (“Defendant”). The term “RELEVANT TIME
8 PERIOD” or “TIME PERIOD” is defined as one (1) year and sixty-five (65) days prior to the
9 filing of the complaint. Plaintiff as a Private Attorney General, reserves the right to amend this
10 complaint to reflect a different “Time Period” as further discovery is conducted.

11 2. Plaintiff, on behalf of the State of California as a Private Attorney General seeks
12 relief against Defendant for their: (1) failure to pay all wages due, including regular and overtime
13 wages; (2) failure to provide accurate itemized wage statements; (3) failure to reimburse for
14 necessary business expenses; (4) failure to provide meal periods or compensation in lieu thereof,
15 (5) failure to provide rest periods or compensation in lieu thereof; and (6) failure to pay wages
16 due upon termination of employment.

17 3. At all relevant times herein, Defendant has consistently maintained and enforced
18 the following unlawful policies and practices against its workforce by:

- 19 (a) Willfully refusing to pay all hours worked, including both regular and overtime
20 wages;
21 (b) Willfully refusing to furnish accurate itemized wage statements upon payment of
22 wages;
23 (c) Willfully refusing to reimburse necessary business expenses;
24 (d) Willfully refusing to provide timely uninterrupted meal and rest periods or
25 adequate compensation in lieu thereof; and
26 (e) Willfully refusing to pay all wages due upon separation of employment;

27 ///

28 ///

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

5. Venue is proper in the County of Los Angeles because Defendant, transacts business in this county, the obligations and liability arise in this county.

7. Further, there is no federal question at issue as the issues herein are based solely on California statutes and law, including the Labor Code, Code of Civil Procedure, Business and Professions Code, and California Rules of Court.

Plaintiff

Defendant

10. Plaintiff is ignorant of the true names, capacities, relationships, and extent of participation in the conduct herein alleged of Defendant sued herein as DOES 1 through 50, inclusive, but on information and belief alleges that said Defendant is legally responsible for the violations alleged herein. Plaintiff will amend this complaint to allege the true names and capacities of the DOE Defendants when ascertained.

///

1 11. Plaintiff is informed believes, and thereon alleges, that each Defendant acted in all
2 respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme,
3 business plan, or policy in all respects pertinent hereto, and the acts of each Defendant are legally
4 attributable to the other Defendants. Furthermore, Defendants operate as a joint venture and/or
5 single business enterprise, integrated enterprise and/or are agents of one another, are alter egos,
6 joint employers and conspire with one another to increase profits by engaging in the conduct
7 described in this complaint.

8 12. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
9 acted in all respects as the agent, servant, partner, joint venture, alter-ego, employee, proxy,
10 managing agent, and/or principal of the co-Defendants, and in performing the actions mentioned
11 below was acting, at least in part, within the course and scope of that authority as such agent,
12 proxy, servant, partner, joint venture, employee, alter-ego, managing agent, and/or principal with
13 the permission and consent of the co-Defendants. Plaintiff also alleges the acts of each Defendant
14 are legally attributable to the other Defendants.

15 **PAGA ADMINISTRATIVE PREREQUISITE**

16 13. Plaintiff brings this case as Private Attorney General pursuant to the Private
17 Attorney General Act (2004), and mores specifically, Labor Code section 2698 et seq. seeking
18 penalties, as provided by the Private Attorney General Act, Labor Code section 2698 et seq.
19 (“PAGA”).

20 14. Prior to filing this complaint, on August 5, 2024, Plaintiff gave written notice by
21 certified electronic mail to the Labor and Workforce Development Agency (“LWDA”) and to
22 Defendant of the specified provisions alleged to have been violated, including the facts and
23 theories to support the alleged violation as required by Labor Code section 2699.3. A true and
24 correct copy of Plaintiff’s original letter sent to the LWDA is attached hereto as “Exhibit A.”

25 15. More than sixty-five (65) days have passed since Plaintiff submitted his August 5,
26 2024, notice to the LWDA and Defendant of the specific alleged Labor Code violations, and the
27 LWDA has not provided notice to Plaintiff of its intent to investigate such alleged violations.
28 Plaintiff further has received no notice of Defendant’s intent to cure any of the alleged

1 violations. Therefore, Plaintiff has satisfied the administrative prerequisites for filing this action
2 as a Private Attorney General with regard to his August 5, 2024, PAGA notice.

3 **FACTUAL ALLEGATIONS**

4 16. This lawsuit arises out of an ongoing wrongful scheme by Defendant to deny its
5 employees the benefits due under California's wage and hour laws for work performed in
6 California. Defendant wrongfully refused to compensate its employees for minimum wages,
7 overtime compensation, provide timely uninterrupted meal and rest periods, provide accurate
8 wage statements, reimbursement and pay wages owed at the end of the employment, as required
9 under California law.

10 17. Throughout the Relevant Time Period, Defendant employed hourly non-exempt
11 positions throughout California. Defendant in compensated said positions at an hourly rate less
12 than twice that of the state minimum wage and such positions remained under the direct control
13 and supervision of Defendant. Accordingly, these positions remain non-exempt from California's
14 wage and hour laws, yet Defendant failed to pay overtime, and otherwise pay all wages due to
15 these non-exempt employees as required by law.

16 18. Plaintiff is informed and believes, and based thereon alleges, that Defendant's
17 policies and practices described herein are common within the State of California.

18 19. Plaintiff is informed and believes, and based thereon alleges, that at all times
19 herein mentioned, Defendant was advised by skilled lawyers, employees and other professionals
20 who were knowledgeable about California's wage and hour laws, employment and personnel
21 practices, and the requirements of California law.

22 20. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
23 or should have known that by not compensating its employees for all hours worked, including
24 minimum, regular, and overtime wages, for work that was required to be performed was in
25 violation of the California labor code. In violation of the Labor Code and IWC Wage Orders,
26 Defendant failed to pay its employees earned wages by failing to compensate at the mandatory
27 minimum wage. Defendant also failed to pay its employees at the requisite overtime and double
28 time rate for all hours worked in excess of eight (8) hours and/or twelve (12) hours per workday.

1 21. Plaintiff alleges that Defendant failed to compensate its employees at the legally
2 mandated wage rates for all hours worked. Specifically, Defendant required Plaintiff and other
3 non-exempt employees to be subjected to Defendant's control while off-the-clock attending to
4 customers amongst other responsibilities (i.e. putting supplies away). Further, Defendant only
5 paid employees for hours they were scheduled and not for the hours actually worked. Further,
6 Plaintiff and other non-exempt employees regularly worked through meal breaks and were not
7 paid the legally mandated minimum or overtime wages for the hours they worked. Plaintiff and
8 other non-exempt employees were harmed by Defendant's failure to pay all minimum and
9 overtime wages.

10 22. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
11 or should have known that it was required to provide its employees with itemized wage statements
12 that accurately showed their actual hours worked, total hours worked, number of hours worked at
13 each hourly rate, gross and net wages earned, and premium wages earned per pay period in
14 accordance with California law. In violation of the Labor Code, Defendant failed to provide its
15 employees with accurate itemized wage statements showing their rate of pay, the actual hours
16 worked, correct premium wages earned per pay period, as well as the total hours work per pay
17 period.

18 23. By failing to include on its wage statements all minimum wage and overtime and
19 double-time owed, Defendant failed to keep and provide accurate wage statements in violation of
20 the California labor code.

21 24. Defendant willfully failed to reimburse its employees for necessary business
22 expenses incurred during their employment with Defendant. Specifically, Defendant failed to
23 indemnify Plaintiff and other employees for expenditures they incurred on their behalf, including
24 without limitation, the reimbursement of utilizing their personal cell phones in the discharge of
25 their duties.

26 25. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
27 or should have known that its employees were entitled to timely payment of wages due upon
28

///

1 separation of employment. In violation of the Labor Code, Defendant failed to pay all wages due,
2 within permissible time periods, upon separation of employment.

3 **FIRST CAUSE OF ACTION**

4 **VIOLATION OF PAGA FOR RECOVERY OF UNPAID MINIMUM WAGE AND**
5 **OVERTIME**

6 **(Plaintiff As a Private Attorney General Against All Defendants)**

7 26. Plaintiff realleges and incorporates by reference the preceding paragraphs of this
8 complaint as if fully set forth herein.

9 27. Any work in excess of eight (8) hours in any workday and any work in excess of
10 forty (40) hours in a workweek shall be compensated at a rate of no less than one and one-half (1
11 ½) times the regular rate of pay for an employee. (Labor Code § 510(a); IWC Wage Order 9-
12 2001, Sect. 3(A).) Any work in excess of twelve (12) hours in a workday shall be compensated
13 at the rate of twice the regular rate of pay for an employee. (*Ibid.*)

14 28. Defendant's employees regularly worked over eight (8) hours per day and forty
15 (40) hours per week. Defendant failed to pay its employees minimum wage for all hours worked
16 and overtime premium for hours worked in excess of over eight (8) hours per day and/or forty
17 (40) hours per week for work performed for the Defendant.

18 29. Since the LWDA has not indicated that it will be investigating more than sixty-
19 five (65) days since Plaintiff provided notice, and because Defendant took no corrective action to
20 remedy the allegations set forth above, Plaintiff, as a Private Attorney General, will seek any and
21 all penalties otherwise capable of being collected by the Labor Commission, the LWDA and/or
22 the Department of Labor Standards Enforcement ("DLSE"). This includes each of the following,
23 as set forth in Labor Code section 2699.5, which provides that section 2699.3, subdivision (a),
24 applies to any alleged violation of the following provisions: 510 and 1194.

25 30. Plaintiff is informed and believes that Defendant has violated, and continues to
26 violate, provisions of the Labor Code and applicable Wage Orders related to the payment of
27 minimum wages and overtime.

28 ///

31. Plaintiff, as a Private Attorney General, will and does seek to recover any and all penalties for each and every violation shown to exist or to have occurred during the Relevant Time Period, in an amount according to proof, as to those penalties that are otherwise only available to public agency enforcement actions.

32. Additionally, Plaintiff as a Private Attorney General are entitled to attorney's fees and costs pursuant to Labor Code sections 2699, subdivision (g)(1), 218.5, 1194, and prejudgment interest.

SECOND CAUSE OF ACTION

**VIOLATION OF PAGA FOR FAILURE TO PROVIDE MEAL PERIODS OR
COMPENSATION IN LIEU THEREOF**

(Plaintiff As a Private Attorney General Against All Defendants)

33. Plaintiff realleges and incorporates by reference the preceding paragraphs of this complaint as if fully set forth herein.

34. Labor Code sections 226.7 and 512 and IWC Wage Order 9-2001, sect. 11 provide that no employer shall employ any person for a work period of more than five (5) hours without providing a meal period uninterrupted by work duties of not less than thirty (30) minutes.

35. Labor Code section 226.7 provides that if an employer fails to provide an employee with a meal period in accordance with this section, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided in accordance with this section. Plaintiff alleges Defendant failed to provide legally compliant meal periods in addition to impeding, discouraging, dissuading and/or not relieving employees from all work duties during meal periods thereby preventing employees from taking legally compliant meal periods.

36. At all times relevant hereto, Plaintiff and other non-exempt hourly employees have worked shifts more than five (5) hours in a workday.

37. Plaintiff and other non-exempt hourly employees did not voluntarily or willfully waive meal periods.

/ / /

38. Pursuant to Labor Code section 226.7, Plaintiff and other non-exempt hourly employees are entitled to damages in the amount equal to one (1) hour of wages at their regular rate of pay for each missed meal break, in an amount to be proven at trial.

40. Additionally, Plaintiff as a Private Attorney General are entitled to attorney's fees and costs pursuant to Labor Code sections 2699, subdivision (g)(1), 218.5, 1194, and prejudgment interest.

41. Plaintiff realleges and incorporates by reference the preceding paragraphs of this complaint as if fully set forth herein.

43. Labor Code section 226.7, subdivision (b) provides that if an employer fails to provide and employee rest periods in accordance with this section, the employer shall pay the employee one (1) hour of pay at the employees' regular rate of compensation for each workday that the rest period is not provided. Plaintiff and other employees consistently worked over four (4) hours per shift with no rest breaks, due to Defendant's uniform policies and practices.

45. Plaintiff, as a Private Attorney General, will and does seek to recover any and all penalties for each and every violation shown to exist or to have occurred during the Relevant

1 Time Period, in an amount according to proof, as to those penalties that are otherwise only
2 available to public agency enforcement actions.

3 46. Additionally, Plaintiff as a Private Attorney General are entitled to attorney's fees
4 and costs pursuant to Labor Code sections 2699, subdivision (g)(1), 218.5, 1194, and prejudgment
5 interest.

6 **FOURTH CAUSE OF ACTION**

7 **VIOLATION OF PAGA FOR FAILURE TO PROVIDE ACCURATE ITEMIZED**
8 **WAGE STATEMENTS**

9 **(Plaintiff As a Private Attorney General Against All Defendants)**

10 47. Plaintiff realleges and incorporates by reference the preceding paragraphs of this
11 complaint as if fully set forth herein.

12 48. Labor Code section 226, subdivision (a), states in pertinent part that, "every
13 employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her
14 employees, either as a detachable part of the check, draft, or voucher paying the employee's
15 wages, or separately when wages are paid by personal check or cash, an accurate itemized
16 statement in writing showing: (1) gross wages earned; (2) total hours worked by the employee . .
17 . ; (3) the number of piece-rate units earned . . . ; (4) all deductions . . . ; (5) net wages; (6) the
18 inclusive dates of the period for which the employee is paid; (7) the name of the employee and
19 only the last four digits of his or her social security number or an employee identification number
20 other than a social security number; (8) the name and address of the legal entity that is the
21 employer . . . ; and (9) all applicable hourly rates in effect during the pay period and corresponding
22 number of hours worked at each hourly rate by the employee..." (Lab. Code, § 226.)

23 49. Defendant knowingly and intentionally failed to provide timely and accurate
24 itemized wage statements to its employees in accordance with Labor Code section 226,
25 subdivision (a), by failing to record the accurate number of hours worked, the accurate rate of pay
26 for each hour worked, the accurate amount of premiums wages earned, the accurate net pay, and
27 the accurate gross pay. Such failure caused injury to its employees in violation of the California
28 labor code.

50. Plaintiff, as a Private Attorney General pursuant to the Private Attorney General Act (2004), and more specifically, Labor Code section 2698, will and does seek to recover any and all penalties for each and every violation shown to exist or to have occurred during the Relevant Time Period, in an amount according to proof, as to those penalties that are otherwise only available to public agency enforcement actions. Funds recovered will be distributed in accordance with the PAGA.

51. Additionally, Plaintiff is entitled to attorneys' fees and costs pursuant to Labor Code section 2699, subdivision (g)(1), and prejudgment interest.

FIFTH CAUSE OF ACTION

VIOLATION OF PAGA FOR FAILURE TO REIMBURSE

NECESSARY BUSINESS EXPENDITURES

(Plaintiff As a Private Attorney General Against All Defendants)

52. Plaintiff realleges and incorporates by reference the allegations in the preceding paragraphs.

53. Labor Code section 2802 states that "An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties...."

54. Defendant failed to reimburse its employees for necessary expenditures as a direct consequence of the discharge of their duties.

55. Defendant knowingly, willingly, and intentionally attempted to offset the cost of doing business on its employees in violation of the California labor code.

56. Defendant has a corporate practice and policy of requiring its employees to shoulder the burden of Defendant's cost of doing business by failing to reimburse its employees for necessary business expenditures, specifically requiring employees to utilize their personnel cell phones in direct consequence of the discharge of their duties to Defendant.

57. Plaintiff acting as a Private Attorney General pursuant to the Private Attorney General Act (2004), and more specifically, Labor Code section 2698, will and does seek to recover any and all penalties for each and every violation shown to exist or to have occurred

1 during the Relevant Time Period, in an amount according to proof, as to those penalties that are
2 otherwise only available to public agency enforcement actions. Funds recovered will be
3 distributed in accordance with the PAGA.

4 58. Accordingly, Plaintiff entitled to attorneys' fees and costs pursuant to Labor Code
5 section 2699, subdivision (g)(1), and prejudgment interest.

6 **SIXTH CAUSE OF ACTION**

7 **VIOLATION OF PAGA FOR FAILURE TO PAY WAGES DUE UPON**

8 **TERMINATION OF EMPLOYMENT**

9 **(Plaintiff As a Private Attorney General Against All Defendants)**

10 59. Plaintiff realleges and incorporates by reference the preceding paragraphs of this
11 complaint as if fully set forth herein.

12 60. Employees who ended their employment with Defendant during the Relevant
13 Time Period, were entitled to be promptly paid all wages owed, including both minimum wage
14 and lawful overtime compensation and other premiums, as required by Labor Code sections 201
15 and 203.

16 61. Defendant refused and/or failed to promptly compensate its employees for wages
17 owed as a result of Defendant's failure to properly pay meal and rest break premiums, and
18 minimum and overtime compensation owed for work performed for Defendant.

19 62. Plaintiff, as a Private Attorney General pursuant to the Private Attorney General
20 Act (2004, and more specifically, Labor Code §2698 et seq, will seek any and all penalties
21 otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes
22 each of the following, as set forth in Labor Code section 2699.5, which provides that section
23 2699.3, subdivision (a), applies to any alleged violation of the following provisions: 201-203,
24 226, 226.7, 510, 512, 1174, 1194, and 2802.

25 63. Plaintiff, as a personal representative of the general public, will and does seek to
26 recover any and all penalties for each and every violation shown to exist or to have occurred
27 during the Relevant Time Period, in an amount according to proof, as to those penalties that are

28 ///

1 otherwise only available to public agency enforcement actions. Funds recovered will be
2 distributed in accordance with the PAGA.

3 64. Additionally, Plaintiff as a Private Attorney General is entitled to attorneys' fees
4 and costs pursuant to Labor Code section 2699, subdivision (g)(1), and prejudgment interest.

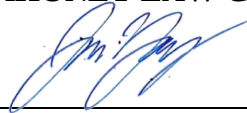
5 **PRAYER FOR RELIEF**

6 **WHEREFORE**, Plaintiff as a Private Attorney General pray for judgment as follows:

- 7 1. For civil penalties for each violation as provided by law, including, but not
8 limited to, those civil penalties provided by PAGA;
- 9 2. For costs of suit and expenses incurred herein pursuant to Labor Code section
10 2699, subdivision (g), and any other statutory basis or pursuant to the
11 California Rules of Court;
- 12 3. For reasonable attorneys' fees pursuant to Labor Code section 2699,
13 subdivision (g), and any other statutory basis; and
- 14 4. For all such other and further relief as the Court may deem just and proper.

15
16 Dated: October 10, 2024

MAHONEY LAW GROUP, APC

17
18 

19 Kevin Mahoney, Esq.
20 John A. Young, Esq.
Attorneys for Plaintiff CONCEPRION
MELENDEZ GOMEZ

EXHIBIT A

John A. Young, Esq.
(562) 590-5550 phone
(562) 590-8400 fax
jyoung@mahoney-law.net

August 5, 2024

Via Certified Electronic Mail

LABOR AND WORKFORCE DEVELOPMENT AGENCY
PAGAfilings@dir.ca.gov

Via Certified Mail # 7021 0950 0000 9825 0347

Return Receipt Requested

Firestone Car Wash
1950 Firestone Blvd.
Los Angeles, CA 90001

Re: *Gomez v. Firestone Car Wash*

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO
LABOR CODE SECTION § 2698 ET SEQ.**

To: California Labor and Workforce Development Agency and Firestone Car Wash

From: Concepcion Melendez Gomez, on behalf of himself and other aggrieved employees who were subject to the Employer's wage and hour policies as set forth below.

Factual Statement

Please note that this firm, Mahoney Law Group, APC, represents the interests of Mr. Gomez ("Employee"), who intends to file a complaint alleging various Labor Code violations and seeking civil penalties under the Private Attorneys General Act of 2004, Labor Code sections 2698 *et seq.* ("PAGA"), on behalf of himself and all other aggrieved employees.

Theories of Labor Code Violations and Remedies

Firestone Car Wash (hereinafter "Employer") is a car washing business providing services throughout California. Employee was a non-exempt employee for Employer.

Employee alleges Employer violated various sections of the Labor Code, including sections 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 1174, 1194, 1197, and 2802, by failing to provide him and all other aggrieved employees with all wages for all hours worked, including, but

not limited to, regular and minimum wage, overtime, meal and rest period premium pay, and reimbursement for necessary business expenditures. Employee and similarly aggrieved employees consist of identifiable, current, and/or former similarly situated persons who worked for Employer in non-exempt positions in California during the liability period of one year prior to the filing of a complaint alleging a PAGA cause of action.

A. Employer Failed to Provide Employee and Other Aggrieved Employees with Meal and Rest Periods, or Premium Compensation in Lieu Thereof, in Violation of California Law

Employee alleges that he and other aggrieved employees were routinely not provided with timely, thirty (30) minute off-duty meal periods, as required by the Labor Code. Employee and other aggrieved employees allege that they did not receive at least one (1) duty-free, uninterrupted meal period within the first (1st) five (5) hours worked, and a second (2nd) meal period before the start of the eleventh (11th) hour of work. (*Brinker Rest. Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1041-42.) In fact, Employee estimates on average he was not provided with a meal period, or was provided with a late meal period or had his meal periods interrupted at least three (3) times per week in order to finish his job duties. When employees failed to receive their meal break, they did not receive premium pay as compensation for the missed meal breaks.

Employee further alleges that he and other aggrieved employees did not receive duty-free, uninterrupted rest periods for every four (4) hours worked, or major fraction thereof, as required by the Labor Code. Employer prevented Employee and other aggrieved employees from taking rest breaks throughout their shifts. This was due in part to Employer's policy and practice of providing inadequate coverage to allow for breaks to be taken. Further, due to the pressure from Employer, Employee and other aggrieved employees were not authorized or permitted to take a second (2nd) rest period, on shifts exceeding six (6) hours of work, and/or third (3rd) rest breaks, on shifts exceeding ten (10) hours of work. When employees were prevented from taking rest breaks, they did not receive premium pay for the missed rest breaks. Employer's conduct, which is in violation of the Labor Code, is also actionable under PAGA.

B. Employer Failed to Pay Employee and Other Aggrieved Employees for all Hours Worked, Including Minimum Wage and Overtime, in Violation of California Law

Employer failed to pay Employee and other aggrieved employees for all hours worked at the legally mandated wage rates. Specifically, during the Relevant Time Period, Employee was improperly paid all wages owed to him. When Employee worked eight (8) hours per day, he was paid a flat rate. In addition, Employee was regularly paid in cash.

Additionally, Employee and other aggrieved employees regularly worked beyond the eighth (8th) hour of their shifts, but Employer only compensated Employee and aggrieved employees with a flat rate for all hours worked, and did not compensate Employee and similarly aggrieved employees for time worked beyond the eighth (8th) hour of their scheduled shifts. Employer did not properly calculate Employee and other aggrieved employees' overtime rates. Employer did not implement a time-clock or other similar method to record the work hours of its employees. Employee and other aggrieved employees were required to manually write down their

work hours. As Employee did not have a scheduled end time to his shifts, he regularly worked in excess of eight (8) hours in a day. Employer was obligated to pay Employee and other aggrieved employees overtime compensation for all hours worked in excess of eight (8) hours of work in one (1) day or forty (40) hours in one (1) week, and double-time compensation for hours worked in excess of twelve (12) in one (1) day. Employer also failed to pay Employee and other aggrieved employees, proper overtime and/or double-time rates for hours worked off-the-clock, as required by law. Employer's conduct is in violation of Labor Code sections 510, 1194 and 1197, and is actionable under PAGA.

C. Employer Failed to Provide Employee and Other Aggrieved Employees with Compliant Wage Statements, and Failed to Timely Pay All Wages Owed Upon Severance of Employment, in Violation of California Law

Based on currently available information and records, Employer did not keep accurate time records in violation of the Labor Code, the applicable Wage Order, and is actionable under PAGA. By paying Employee and other aggrieved employees in cash, they were not provided with accurate itemized wage statements, which should've included all rest and meal break premium wages and full compensation for all hours worked, including proper overtime and double-time wages. As such, Employer failed to keep accurate payroll records and failed to provide Employee and other aggrieved employees with complete and accurate wage statements. This conduct is in violation of Labor Code sections 226 and 1174, and is actionable under PAGA.

As a further result of Employer's failure to pay all wages owed as described herein, Employer also violated Labor Code sections 201, 202, 203, and 204 due to its uniform policy, practice, and procedure of failing to pay all wages earned to former employees at the time their employment ended.

D. Employer Failed to Reimburse Employee and Other Aggrieved Employees for Necessary Business Expenditures, in Violation of California Law

Based on currently available information and records, Employer did not reimburse Employee and other aggrieved employees for necessary business expenditures, including, but not limited to, the cost of maintenance for their work uniforms, as well as the required use of their personal cellular phones for work-related purposes, which is in violation of Labor Code section 2802, the applicable Wage Order, and is actionable under PAGA. Employer failed to reimburse for these expenses.

E. Reservation of Rights

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Employee becomes aware of additional compensation owed or losses incurred by Employee or by any other aggrieved employee of the Employer, Employee expressly reserves the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action to the complaint which will relate back to the date of this letter.

LABOR AND WORKFORCE DEVELOPMENT AGENCY

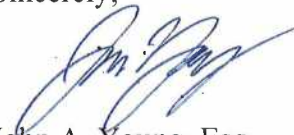
August 5, 2024

Page 4 of 4

If the Labor and Workforce Development Agency intends to investigate the allegations set forth herein, please provide notice via certified mail to:

Mahoney Law Group, APC
John A. Young
249 E. Ocean Blvd., Suite 814
Long Beach, CA 90802
Telephone: (562) 590-5550
Email: jyoung@mahoney-law.net

Sincerely,



John A. Young, Esq.

MAHONEY LAW GROUP, APC