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Attorneys for Plaintiffs AXEL MAGANA, SAUL BONILLA,
Other Aggrieved Employees, and the General Public

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

COUNTY OF ALAMEDA

AXEL MAGANA, an individual, SAUL BONILLA, an individual, on behalf of themselves, all other aggrieved employees, and the general public, Plaintiffs, vs. BRIDGESTONE RETAIL OPERATIONS LLC, a Delaware limited liability corporation; and DOES 1 through 100, Inclusive, Defendants.	CASE NO. 24CV104296 **COMPLAINT FOR**: **1. CIVIL PENALTIES UNDER LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004, LABOR CODE 2698, ET. SEQ**

Plaintiffs AXEL MAGANA, an individual, and SAUL BONILLA, an individual ("Plaintiffs"), hereby file this Complaint against Defendants BRIDGESTONE RETAIL OPERATIONS LLC, a Delaware limited liability corporation, and Does 1 to 100 (hereinafter collectively, "Defendants"). Plaintiffs, in their representative capacity, are informed and believe and on the basis of that information and belief allege as follows:

INTRODUCTION

1. This is a representative action, brought pursuant to Private Attorneys General Act of 2004, on behalf of Plaintiffs and other current and former non-exempt, hourly automotive technicians (maintenance technicians [a.k.a. maintenance techs], C-technicians [a.k.a. C-techs], B-technicians [a.k.a. B-techs], and A-technicians [a.k.a. A-techs], and any other similarly titled positions, hereinafter referred to as "Technicians") employed by Defendants. Defendants were joint employers of Plaintiffs and Technicians in that they were operating as a joint enterprise and all Defendants suffered and permitted Plaintiffs and Technicians to work for each and all of them; controlled Plaintiffs' and Technicians' hours and working conditions; controlled Plaintiffs' and Technicians' wages; and made the decision to hire Plaintiffs and Technicians and had control of Plaintiffs' and Technicians' employment and therefore jointly employed Plaintiffs and Technicians.

2. Plaintiffs seek civil penalties from Defendants for violations of the California Labor Code with regard to their failure to pay minimum wages, failure to pay overtime wages, failure to provide meal breaks, failure to provide rest breaks, and unreimbursed business expenditures incurred by Plaintiffs and the other aggrieved employees.

3. Plaintiffs also seek to enjoin Defendants from engaging in the practices that have resulted in the aforementioned wage and hour violations against Plaintiffs and the other aggrieved employees.

4. The acts complained of herein occurred, occur, and will occur, at least in part, within the time period from October 18, 2023, up to and through the time of trial for this matter (the "Relevant Time Period").

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5. In this case, Plaintiffs seek penalties established by Labor Code section 2699, the Private Attorneys General Act ("PAGA"), along with injunctive relief under the same, against Defendants for their unlawful employment practices.

PARTIES

Plaintiff Axel Magana

6. Plaintiff Axel Magana was employed by Defendant Bridgestone from approximately February 2024 to July 2024. Throughout his time with the company, Plaintiff Magana worked out of the Firestone Complete Auto Care shop located at 10785 Santa Monica Blvd., Los Angeles, California 90025, *i.e.*, the West LA location.

7. Plaintiff Magana was hired by Defendant as a maintenance technician before being promoted to C-tech.

Plaintiff Saul Bonilla

8. Plaintiff Saul Bonilla was employed by Defendant Bridgestone from approximately December 2022 to July 2024. Throughout his time with the company, Plaintiff Bonilla worked out of the Firestone Complete Auto Care shop located at 10785 Santa Monica Blvd., Los Angeles, California 90025, *i.e.*, the West LA location.

9. Plaintiff Bonilla was hired by Defendant as a maintenance technician before being promoted to C-tech.

Defendant Bridgestone Retail Operations, LLC

10. Defendant Bridgestone Retail Operations, LLC is, and at all relevant times was, a Delaware limited liability corporation registered with the State of California's Secretary of State. Under the brand name of Firestone Complete Auto Care, Bridgestone provides a variety of automotive maintenance and automotive repair services at its numerous retail locations across the State of California. Bridgestone has engaged in unlawful employment practices addressed in this Complaint throughout California and in Alameda County.

Does 1 to 100

11. Plaintiffs are currently unaware of the true names and capacities of the defendants sued in this action by the fictitious names Does 1 through 100, inclusive, and therefore sue those

defendants by such fictitious names.

12. Plaintiffs will amend this Complaint to allege the true names and capacities of such fictitiously named defendants when they are ascertained.

<u>All Defendants</u>

13. Defendants, and each of them, are now and/or at all times mentioned in this Complaint were in some manner legally responsible for the events, happenings and circumstances alleged in this Complaint.

14. Defendants, and each of them, proximately subjected Plaintiffs to the unlawful practices, wrongs, complaint, injuries and/or damages alleged in the Complaint.

15. Defendants, and each of them, are now and/or at all times mentioned in this Complaint were the agents, servants and/or employees of some or all other Defendants, and vice versa, and in doing the things alleged in this Complaint, Defendants are now and/or at all times mentioned in this Complaint were acting within the course and scope of that agency, servitude and/or employment.

16. Defendants, and each of them, are now and/or at all times mentioned in this Complaint were members of and/or engaged in a joint venture, partnership and common enterprise, and were acting within the course and scope of, and in pursuance of said joint venture, partnership and common enterprise.

17. Defendants, and each of them, at all times mentioned in this Complaint concurred and contributed to the various acts and omissions of each and every one of the other Defendants in proximately causing complaint, injuries and/or damages alleged in this Complaint.

18. Defendants, and each of them, at all times mentioned in this Complaint approved of, condoned and/or otherwise ratified each and every one of the acts and/or omissions alleged in this Complaint.

19. Defendants, and each of them, at all times mentioned in this Complaint aided and abetted the acts and omissions of each and every one of the other Defendants thereby proximately causing the damages alleged in this Complaint.

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JURISDICTION AND VENUE

20. This Court has jurisdiction over this matter, and under Code of Civil Procedure § 395, venue is proper in that Defendants operate in Alameda County and Defendants have not designated a principal place of business in this state. *Schneider's Easton v. Superior Court*, 12 Cal. App. 3d 243, 246-247 (1970). Finally, there are aggrieved employees who reside in Alameda County and some of whose harms occurred in Alameda County.

21. Moreover, this Court has jurisdiction over all causes of action herein pursuant to the California Constitution, Article VI, § 10, Code of Civil Procedure § 410.10 and Business and Professions Code § 17203. Venue is proper in this Court under Code of Civil Procedure §§ 395 and 395.5 because Defendants operate in this County, does business in the county of Alameda, and because PAGA enforcement actions are not limited to the county in which Aggrieved Employees performed work. *Crestwood Behavioral Health, Inc. v. Superior Court*, 60 Cal. App. 5th 1069, 1075 (2021) (Finding that in a PAGA action, a plaintiff is not limited to the county in which he or she performed work).

22. The Relevant Time Period for this matter encompasses October 18, 2023 and continues through the present. By letter dated October 18, 2024, Plaintiffs, on behalf of themselves and the other aggrieved employees, gave written notice by electronic submission and certified mail, respectively, to the Labor and Workforce Development Agency ("LWDA") and Defendants of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.

FACTUAL ALLEGATIONS

Background

23. Defendant Bridgestone Retail Operations, LLC operates a chain of automotive maintenance and repair shops across the State of California. Bridgestone operates such shops under the brand name of Firestone Complete Auto Care. Bridgestone provides a variety of automotive maintenance and automotive repair services at these Firestone locations, including but not limited to, brake services, engine repair services, steering and suspension repair services, tire repair or replacement, and more.

24. The automotive technicians that Bridgestone uses to work on customer vehicles are organized in approximately four categories: maintenance technicians [a.k.a. maintenance techs], C-technicians [a.k.a. C-techs], B-technicians [a.k.a. B-techs], and A-technicians [a.k.a. A-techs].

25. Generally, new automotive technicians are hired by Bridgestone as maintenance technicians before being promoted to C-technician after several months of successful work. From there, Bridgestone may further promote the C-technician to B-technician and finally A-technician over a period of months or years.

26. Fundamentally, all four tiers of technicians have the same essential duties at Bridgestone. All of them receive work orders from the front office staff and work to repair or maintain customer vehicles. Instead, the differences between the four tiers of technicians lies primarily in the complexity of tasks that they are assigned to complete. In general, maintenance technicians complete the simplest tasks while A-technicians work on the most complex tasks, with C-technicians and B-technicians falling within the middle.

27. In example, a maintenance technician might be responsible for handling work orders involving oil changes and tires changes. By contrast, a C-technician might work on brake and suspension services along with simpler vehicle repairs. From there, a B-technician might be asked to handle a diagnostic repair where it is not initially clear what is precisely wrong with the vehicle. Finally, an A-technician would do the most complex work such as significant engine repairs and addressing complicated diagnostics.

28. The automotive technicians are generally supervised by a service manager who heads the shop at each Firestone Complete Auto Care location. However, the sales manager, who is generally responsible for the front office operations also regularly is involved in the management of the automotive technicians, particularly in demanding that they complete jobs in a certain order based on the sales department's promise of completion time to customers.

29. Bridgestone's Technicians, including Plaintiffs, are paid a combination of an hourly rate and a commission. The commission is based off of what Bridgestone refers to as the "flag rate". The flag rate is a fixed dollar amount and each work order has a different flag rate

associated with it. For example, a relatively straightforward regular maintenance task might have a flag rate of 1.0 while a complicated engine repair might have a flag rate of 4.0. In addition to the payment of the hourly wage, for each work order completed, Bridgestone would pay the Technicians, including Plaintiffs, their flag rate multiplied by however many hours are designated by Bridgestone for the completion of that task.

30. Thus, the pay for Plaintiffs' and the other Technicians' is a combination of their hourly rate for the time they are clocked in, what Bridgestone sometimes refers to as "physical hours", and the non-discretionary bonuses they receive as expressed through the "flag hours" that Class Members earn. Bridgestone requires Plaintiffs and the other Technicians to have flag hours that meet or exceed their physical hours as reconciled on a weekly basis.

Meal and Rest Break Violations

31. Bridgestone's Firestone Complete Auto Care locations are chronically understaffed. As a result, Plaintiffs and the other Technicians were under great pressure by management to take their meal breaks late, cut them short, or skip them completely. If Plaintiffs or Technicians did not clock-out for a meal break by the end of the fifth hour of their shift or did not clock out at all, management would regularly alter the relevant timeclock entry to mask the meal break violation.

32. Similarly, Plaintiffs and the other Technicians had limited scope to take their rest breaks, often not being able to take a rest break for every four hours of work or major fraction thereof. Unlike meal breaks, which Bridgestone recorded, Defendants made no attempt to track rest breaks. In practice, management would not notify Plaintiffs and Technicians about the availability of rest breaks and, in any event, due to chronic understaffing, Plaintiffs and the other Technicians would almost never get all of their legally required rest breaks.

33. Moreover, management would regularly interrupt Plaintiffs and Technicians while they were on their meal breaks and rest breaks. Management would demand updates on where work stood on a particular vehicle and even require Plaintiffs and Technicians to move vehicles while purportedly on a meal break or rest break.

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34. Bridgestone's Firestone Complete Auto Care locations generally had insufficient parking for all of the vehicles in service. As a result, management would require that vehicles often be double or even triple parked. In addition, Bridgestone had a practice that only the Technician working on a vehicle should move it while service was pending in order to prevent accidental damage due to the vehicle being in some state of disassembly unknown to the Technicians not assigned to that work order. Consequently, management would regularly demand that the Technician responsible for the vehicle come back to move it if it was blocking another vehicle. Management would demand that a Technician do this even if they were on a meal break or rest break. Because the reason for moving the vehicles would often be that a customer had come to pick up their (blocked) car, management would require immediate compliance by the Technician in order to prevent the customer from waiting for the completion of a rest break, or especially, a longer meal break.

35. Because Bridgestone was so understaffed with automotive technicians at its Firestone Complete Auto Care locations, Plaintiffs and Technicians would regularly work overtime. Shifts longer than 10 hours were common, and shifts even longer than 12 hours were sometimes incurred. In none of these shifts did Bridgestone provide Plaintiffs and the Technicians with a second meal break. Moreover, in line with the fact that most Plaintiffs and Technicians were unable to take rest breaks, Bridgestone did not provide Plaintiffs and Technicians with a third rest break for shifts approaching or exceeding 12 hours.

Minimum Wage and Overtime Violations

36. Plaintiffs and Technicians regularly suffered minimum wage and overtime violations. As noted previously, management would regularly alter timeclock entries to show a meal break when none was taken or where the meal break was cut short. Because meal breaks were done off-the-clock, the common situation where Plaintiffs and Technicians were actually working during a meal break have resulted in unpaid wages. The unpaid wages due from these instances are either straight time or overtime, depending on whether the Technician at issue was working above 8 hours a day for that shift or 40 hours for that week.

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37. In addition, on occasion, the store manager of a Firestone Complete Auto Care location would alter the timeclock entries of Plaintiffs and other Technicians working overtime shifts if the store manager determined that the Plaintiffs and other Technicians had not been as productive as the store manager would have liked, e.g., by having flag hours that fell short of the physical hours during the incurred overtime hours. In such circumstances, the store manager might alter the timeclock entries of the Technicians to simply take away some of the overtime hours that were worked, all in violation of California law.

38. Most problematically, however, Bridgestone only paid Plaintiffs and the other Technicians overtime based on their hourly rate. Bridgestone did not factor in the flag rate that Plaintiffs and the other Technicians were earning, a core part of their pay. Because the flag rate pay is not a discretionary bonus, it forms a portion of the regular rate of pay for Plaintiffs and the other Technicians. By not accounting for the flag rate in their calculation of overtime wages, Bridgestone has not used the regular rate of pay of the Plaintiffs and Technicians when paying overtime thus violating California law. *See Alvarado v. Dart Container Corp. of California*, 4 Cal. 5th 542, 554 (2018) (finding that an employee's overtime rate must "reflect[] all the various forms of regular compensation that the employee earned in the relevant pay period").

<u>Unreimbursed Business Expenses</u>

39. Bridgestone also required Plaintiffs and the other Technicians to bring and use their own work tools in the automotive maintenance and repair work that they performed. Bridgestone would not provide any sort of reimbursement to Plaintiffs and the other Technicians for the use of their own tools.

40. These tools would cost Plaintiffs and the other Technicians hundreds or thousands of dollars as Class Members would need to create their own tool cart by purchasing extensive inventories of wrenches, sockets, ratchets, different types and sizes of screwdrivers, and much more in order to complete their work. In general, the more senior the Technician, the more advanced tools Bridgestone expected them to have with them in order to complete their work tasks.

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41. Pursuant to Wage Order 4-2001(9)(B), Bridgestone could have required Plaintiffs and Technicians to bring their own tools to work if the company compensated them at least twice the minimum wage for their work. However, during the Class Period, Bridgestone did not compensate Plaintiffs and the other Technicians at twice the minimum wage, making Bridgestone's requirement that Class Members use their own tools for work on behalf of the company unlawful.

Exhaustion of Administrative Remedies

42. Plaintiffs have complied with the procedures for bringing suit specified in California Labor Code Section 2699.3. By letter dated October 16, 2024, Plaintiffs, on behalf of themselves and the other aggrieved employees, gave written notice by electronic submission and certified mail, respectively, to the Labor and Workforce Development Agency ("LWDA") and Defendants of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. Attached as Exhibit "1" is a true and correct copy of the referenced letter.

43. More than sixty-five (65) calendar days have passed since Plaintiffs provided the LWDA with written notice. To date, Plaintiffs have not received any written notice nor been notified from the LWDA that it does intend to investigate the violations of the California Labor Code alleged herein.

FIRST CAUSE OF ACTION

CIVIL PENALTIES AND INJUNCTIVE RELIEF UNDER THE PRIVATE ATTORNEYS GENERAL ACT OF 2004

(On Behalf of Plaintiff and the Other Aggrieved Employees Against All Defendants)

44. Plaintiffs incorporate by reference the allegations set forth above.

45. As set forth above, Plaintiffs have complied with the procedures for bringing suit specified in California Labor Code Section 2699.3. By letter dated October 16, 2024, Plaintiffs, on behalf of themselves and the other aggrieved employees, gave written notice by certified mail to the LWDA and to Defendants of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. More

than sixty-five (65) calendar days have passed since Plaintiffs provided the LWDA with written notice. To date, Plaintiffs have not received any written notice nor been notified from the LWDA that it does intend to investigate the violations of the California Labor Code alleged herein.

46. This action arises out of the allegedly unlawful labor practices of Defendants in California. Through this private attorneys' general action, Plaintiffs represent themselves and other aggrieved employees of Defendants that were in California, against whom Defendants have allegedly committed labor law violations alleged herein.

47. As a result of the allegedly unlawful conduct described herein, Plaintiffs now seek to recover civil penalties, attorneys' fees, and costs, pursuant to Labor Code Section 2698, *et seq*.

48. Plaintiffs further seek to enjoin Defendants from engaging in the unlawful conduct described herein, pursuant to Labor Code Section 2699(e).

49. At all times herein, Plaintiffs are informed and believe that that the acts described in this Complaint and undertaken by Defendants were malicious, fraudulent, or oppressive as set forth in Labor Code Section 2699(f)(2)(B)(ii).

50. Labor Code Section 1198 makes it unlawful for an employer to employ an employee under conditions that violate the applicable Wage Order.

51. Plaintiffs are informed and believe that throughout the Relevant Time Period, Defendants have applied centrally devised policies and practices to Plaintiffs and the other aggrieved employees with respect to wages, hours, and working conditions.

<u>Failure to Pay Minimum Wages and Designated Rates</u>

52. At all relevant times, California Labor Code sections 1194, 1197 and 1197.1 provide that the minimum wage for employees fixed by the IWC is the minimum wage to be paid to employees and the payment of a wage less than the minimum so fixed is unlawful. Additionally, Code Section 1198 makes it unlawful for an employer to employ an employee under conditions that violate the applicable Wage Order.

53. Where any statute or contract requires an employer to maintain the designated wage scale, Labor Code Section 223 makes it unlawful for an employer to secretly pay a lower

wage while purporting to pay the wage designated by statute or by contract.

54. At all relevant times, Defendants maintained a policy and practice of failing to pay Plaintiffs and the other aggrieved employees for all hours of work. At all relevant times, Defendants maintained a policy and practice of requiring Plaintiffs and the other aggrieved employees to remain under Defendants' control at certain times without compensation which resulted in them earning less than the legal minimum wage in the State of California for all hours worked.

55. Defendants' actions include, but are not limited to, using managers to alter timeclock entries to make it appear Plaintiffs and the other aggrieved employees were not working when, in fact, they were still on their shifts. In example, when Plaintiffs and the other aggrieved employees were unable to take a legally required meal break, Defendants' managers would alter that employee's time records to make it appear that a meal break was taken, thus inaccurately and unlawfully reducing the amount of time that the employee was compensated for on their shift. Such acts by Defendants resulted in segments of time where Plaintiffs and the other aggrieved employees were paid no wages for their labor.

56. Defendants' failure to pay Plaintiffs and other aggrieved employees minimum wages and designated rates violates California Labor Code sections 223, 1182.12, 1194, and 1197. Plaintiffs and other aggrieved employees are entitled to recover civil penalties pursuant to sections 1197.1 and 2699(a), (f), and (g).

Failure to Pay Overtime Compensation

57. Labor Code Section 1194 provides that an employee receiving less than the legal overtime compensation is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit.

58. Labor Code Section 510(a) states: "Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee." Labor Code Section

510(a) further states: "Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee." Labor Code Section 510(a) further states: "[A]ny work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee."

59. Throughout the Relevant Time Period, Wage Order No. 4-2001 provided for payment of overtime wages equal to one and one-half (1 1/2) times an employee's regular rate of pay for all hours worked over eight (8) hours per day, over forty (40) hours in a workweek, and/or work on the seventh (7th) consecutive day of the workweek. In addition, Wage Order No. 4-2001 for payment of overtime wages equal to double the employee's regular rate of pay for all hours worked in excess of twelve (12) hours in any workday and/or for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of work in any one workweek.

60. Plaintiffs were classified as non-exempt by Defendants and were therefore entitled to payment for all hours worked, including overtime compensation for all hours worked in excess of the hours and time specified in the Wage Order, statutes and regulations identified herein.

61. At all relevant times, Defendants maintained a policy and practice of failing to pay Plaintiffs and the other aggrieved employees overtime wages in compliance with the Wage Order, statutes and regulations identified herein. At all relevant times, Defendants maintained a policy and practice of requiring Plaintiffs and the other aggrieved employees to remain under Defendants' control at certain times without the appropriate overtime compensation which resulted in them earning less than the legal overtime wage in the State of California for certain hours worked.

62. Defendants' actions include, but are not limited to, using managers to alter timeclock entries to make it appear Plaintiffs and the other aggrieved employees were not working when, in fact, they were still on their shifts. In example, when Plaintiffs and the other aggrieved employees were unable to take a legally required meal break, Defendants' managers would alter that employee's time records to make it appear that a meal break was taken, thus inaccurately and unlawfully reducing the amount of time that the employee was compensated for

on their shift. Such acts by Defendants resulted in segments of time where Plaintiffs and the other aggrieved employees were paid no wages for their labor when, in fact, they were due overtime wages as the Plaintiffs and the other aggrieved employees were working beyond 8 hours in a shift or 40 hours in a workweek.

63. Moreover, Defendants' actions include, but are not limited to, using managers to alter timeclock entries of Plaintiffs and the other aggrieved employees to remove overtime hours worked when, in Defendants' managers' view, the overtime hours worked were not sufficiently productive or ultimately needed even though managers knew that Plaintiffs and the other aggrieved employees had actually incurred such overtime hours.

64. Accordingly, Defendants failed to properly record the actual hours worked by Plaintiffs and other aggrieved employees, and thus failed to pay overtime wages for the actual amount of overtime hours worked.

65. In addition, Defendants only paid Plaintiffs and the other aggrieved employees overtime based on their base hourly rate. Defendants did not factor in the flag rate that Plaintiffs and the other aggrieved employees were earning, a core part of their pay. Because the flag rate pay is not a discretionary bonus, it formed a portion of the regular rate of pay for Plaintiffs and the other aggrieved employees. By not accounting for the flag rate in their calculation of overtime wages, Defendants have failed to use the regular rate of pay of Plaintiffs and the other aggrieved employees when paying them overtime thus violating California law. *See Alvarado v. Dart Container Corp. of California*, 4 Cal. 5th 542, 554 (2018) (finding that an employee's overtime rate must "reflect[] all the various forms of regular compensation that the employee earned in the relevant pay period"); *see also Haber v. The Americana Corp.*, 378 F. 2d 854, 855-856 (9th Cir. 1967) (holding that regularly paid efficiency bonuses must be included in calculating the "regular rate").

66. Thus, not only have Defendants failed to properly record the actual hours worked by Plaintiffs and other aggrieved employees, and thus failed to pay overtime wages for the actual amount of overtime hours worked, Defendants have also failed to properly calculate the overtime rate of pay for Plaintiffs and the other aggrieved employees on the occasions where they have

been paid overtime by their employer.

Failure to Provide Meal Breaks

67. Labor Code Section 512 and Section 11 of the Wage Order impose an affirmative obligation on employers to provide non-exempt employees with uninterrupted, duty-free, meal periods of at least thirty (30) minutes for each work period of five (5) or more hours, and to provide them with two uninterrupted, duty-free, meal periods of at least thirty (30) minutes for each work period of more than ten (10) hours.

68. Labor Code Section 226.7 and Section 11 of the Wage Order prohibit employers from requiring employees to work during required meal periods and require employers to pay non-exempt employees an additional hour of premium wages on each workday that the employee is not provided with a required meal period.

69. At relevant times during the applicable limitations period, Defendants failed to provide Plaintiff and other aggrieved employees with an uninterrupted meal periods of at least thirty (30) minutes on each day that they worked five (5) or more hours, as required by Labor Code Section 512 and the Wage Order, as a result of workloads that do not consistently permit them to take all legally required meal periods.

70. At relevant times during the applicable limitations period, Defendants failed to provide Plaintiff and other aggrieved employees with two uninterrupted meal periods of at least thirty (30) minutes on each day that they worked ten (10) or more hours, as required by Labor Code Section 512 and the Wage Order, as a result of workloads that do not consistently permit them to take all legally required meal periods and as a result of Defendants failure to understand that a second meal break is required under certain circumstances. Additionally, Defendants failed to provide Plaintiffs and aggrieved employees with an uninterrupted meal period of at least thirty (30) minutes within five (5) hours of their first meal period, as a result of workloads that do not consistently permit them to take all legally required meal periods and as a result of Defendants failure to understand that a second meal break is required under certain circumstances.

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Failure to Provide Rest Breaks

71. Section 12 of the Wage Order imposes an affirmative obligation on employers to permit and authorize employees to take required rest periods at a rate of no less than ten (10) minutes of net rest time for each four (4) hour work period, or major portion thereof, that must be in the middle of each work period insofar as is practicable.

72. Labor Code Section 226.7 and Section 12 the Wage Order prohibit employers from requiring employees to work during required rest periods and require employers to pay non-exempt employees an additional hour of premium wages on each workday that the employee is not provided with the required rest period.

73. At relevant times during the applicable limitations period, Defendants failed to provide Plaintiff and aggrieved employees with a net rest periods of at least ten (10) minutes for each four (4) hour work period, or major portion thereof, as required by the Wage Order, as a result of workloads that do not consistently permit them to take all legally required rest periods.

Failure to Pay Wages Upon Termination

74. Labor Code Section 201 provides that all earned and unpaid wages of an employee who is discharged are due and payable immediately at the time of discharge.

75. Labor Code Section 202 provides that all earned and unpaid wages of an employee who quits after providing at least 72-hours' notice before quitting are due and payable at the time of quitting and that all earned and unpaid wages of an employee who quits without providing at least 72-hours' notice before quitting are due and payable within 72 hours.

76. Labor Code Section 203 provides that the wages of an employee continue on a daily basis as a penalty for up to 30 days where an employer willfully fails to timely pay earned and unpaid wages to the employee in accordance with Labor Code Section 201 or Section 202.

77. Plaintiffs are informed and believes that Defendants' failure to timely pay Plaintiffs and aggrieved employees all of their earned and unpaid wages, including unpaid minimum wages and overtime wages, and unprovided rest and meal period premium wages, have been willful in that, at all relevant times, Defendants have deliberately maintained policies and practices that violate the requirements of the Labor Code and the Wage Order even though,

at all relevant times, they have had the ability to comply with those legal requirements.

Failure to Provide and Maintain Compliant Wage Statements

78. Labor Code Section 1174 requires that every person employing labor in this state shall keep (1) a record showing the names and addresses of all employees employed and the ages of all minors; (2) 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; (3) such records in accordance with rules established for this purpose by the commission, but in any case, on file for not less than three years. This statute also prevents an employer from prohibiting an employee from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units earned. Defendants have willfully failed to keep the records required by Section 1174.

79. Pursuant to California Labor Code Section 226(a), Plaintiffs and the other aggrieved employees were entitled to receive, semimonthly or at the time of each payment of wages, an accurate itemized statement showing: (a) gross wages earned; (b) net wages earned; (c) all applicable hourly rates in effect during the pay period; and (d) the corresponding number of hours worked at each hourly rate by the employee.

80. Defendants failed to provide Plaintiffs and the other aggrieved employees with accurate itemized statements in accordance with California Labor Code Section 226(a) as the wage statements failed to account for earned and unpaid wages, including unpaid minimum wages and overtime wages, and unprovided rest and meal period premium wages due.

81. Plaintiffs are informed and believe and thereon alleges that Defendants’ failure to provide them and the aggrieved employees with accurate written wage statements is knowing and intentional.

82. Plaintiffs are informed and believe and thereon alleges that Defendants had the ability to provide them and the aggrieved employees with accurate wage statements, but intentionally chose to omit information regarding all of Plaintiffs and aggrieved employees earned and unpaid wages, including unpaid minimum wages and overtime wages, and

unprovided rest and meal period premium wages due.

83. As a result of being provided deficient wage statements by Defendants, Plaintiffs and the aggrieved employees have suffered an injury. Their legal rights to receive accurate wage statements were violated and they were kept uninformed about the amount in wages they had actually earned and were owed. In addition, the absence of wage statements prevented immediate challenges to Defendants' unlawful pay practices, has required discovery and mathematical computations to determine the amounts of wages owed, has caused difficulty and expense in attempting to reconstruct time and pay records, and/or has led to the submission of inaccurate information about wages and amounts deducted from wages to state and federal government agencies.

84. California Labor Code sections 2699(a) and (g) authorize an aggrieved employee, on behalf of themselves and other current or former employees, to bring a civil action to recover civil penalties pursuant to the procedures specified in California Labor Code Section 2699.3.

Unreimbursed Business Expenses

85. Labor Code Section 2802(a) states that "[a]n 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…".

86. Defendants failed to indemnify Plaintiffs and the other aggrieved employees for all necessary business expenditures incurred by them as part of their work for Defendants.

87. Defendants required Plaintiffs and the other aggrieved employees to purchase and use their own tools to complete the automotive repair and maintenance work for which they were employed by Defendants as technicians.

88. Moreover, Plaintiffs and the other aggrieved employees were not paid at least twice the minimum wage for their work, as set forth in Wage Order 4-2001(9)(B), which would have permitted Defendants to require Plaintiffs and the other aggrieved employees to bring their own tools to complete work on behalf of Defendants.

89. Consequently, Defendants violated Labor Code Section 2802 in failing to reimburse Plaintiffs and other aggrieved employees for necessary expenditures that they incurred

in direct consequence of the discharge of their duties.

90. Labor Code sections 2699(a) and (g) authorize an aggrieved employee, on behalf of themselves and other current or former employees, to bring a civil action to recover civil penalties pursuant to the procedures specified in California Labor Code Section 2699.3.

Section 558 Penalties

91. The PAGA claims are also brought against Defendants pursuant to provisions of the labor code including § 558 which permits liability of persons or employers who violate or cause to be violated Labor Code and IWC regulations. California Labor Code Section 2699.

92. The PAGA states:

> Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of herself or herself and other current or former employees…

93. One provision of law enforceable through PAGA as to civil penalties, though not unpaid wages, is Labor Code § 558, which states the following:

> (a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows:
> (1) For any initial violation, fifty dollars ($50) for each underpaid employee for each pay period for which the employee was underpaid in addition to any amount sufficient to recover underpaid wages.
> (2) For each subsequent violation, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages…

Penalties and Injunctive Relief Authorized by PAGA

94. Pursuant to California Labor Code Sections 2699(a) and (f), Plaintiffs and the other aggrieved employees of Defendants are entitled to, and seek to, recover civil penalties for Defendants' violations of California Labor Code sections 201, 202, 203, 204, 210, 216, 221, 223, 225.5, 226, 226.3, 226.7, 256, 510, 511, 512, 551, 552, 558, 1174, 1174.5, 1194-1197.1, 1198, 2802, and 2698 *et seq.*, during the applicable limitations period in the following amounts:

a. For violations of California Labor Code sections 201, 202, 203, 226.7, 1198, and 2802 two hundred dollars ($200.00) for each aggrieved employee per pay period for each violation due to malice, fraud, and oppression on the part of Defendants (penalty amounts established by California Labor Code Section 2699(f)(2));

b. For violations of California Labor Code Section 1194-1197.1, one hundred dollars ($100.00) for each aggrieved employee per pay period for each initial violation and two hundred dollars and fifty ($250.00) for each aggrieved employee per pay period for each subsequent violation regardless of whether the initial violation is intentionally committed (penalty amounts established by California Labor Code § 1197.1);

c. For violations of California Labor Code Sections 216, 221, 223 one hundred dollars ($100.00) for each aggrieved employee for each initial violation and two hundred dollars ($200.00) for each aggrieved employee for each subsequent or willful violation (penalty amounts established by California Labor Code § 225.5);

d. For violations of California Labor Code Section 1174, five hundred dollars ($500.00) for each of Defendants' violations in addition to any other penalties or fines permitted by law (penalty amounts established by California Labor Code § 1174.5);

e. For violations of California Labor Code Section 226, two hundred fifty dollars ($250.00) per employee for initial violation and one thousand dollars ($1,000.00) per employee for each subsequent violation (penalty amounts established by California Labor Code Section 226.3);

f. For violations of California Labor Code Section 204, one hundred dollars ($100.00) per employee for initial violation and two hundred dollars ($200.00) per employee for each subsequent violation, plus 25 percent of the amount unlawfully withheld (penalty amounts established by California Labor Code Section 210);

g. For violations of California Labor Code section 510, 511, 512, 551, 552 and, Wage Order 4-2001 Sections 9, 11, and 12, fifty dollars ($50.00) for each aggrieved employee for each initial violation for pay period for which the employee was underpaid in addition to an amount sufficient to recover unpaid wages and one hundred dollars ($100.00) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover unpaid wages (penalty amounts established by California Labor Code Section 558);

h. For violations of California Labor Code Section 558, fifty dollars ($50.00) for initial violation, fifty dollars ($50.00) for each underpaid employee for each pay period for which the employee was underpaid; for each subsequent violation, one hundred dollars ($100.00) for each underpaid employee for each pay period for which the employee was underpaid (penalty amounts established by California Labor Code Section 558).

95. Pursuant to California Labor Code Section 2699(e), Plaintiffs, on behalf of themselves and the other aggrieved employees, further seek to enjoin Defendants from engaging in the unlawful conduct described herein that has resulted in violations of the Labor Code.

96. Pursuant to California Labor Code Section 2699(g), Plaintiffs, on behalf of themselves and the other aggrieved employees, are entitled to an award of reasonable attorneys' fees and costs.

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PRAYER FOR RELIEF

Wherefore, Plaintiffs on behalf of themselves and on behalf of the aggrieved employees, prays for judgment against Defendants as follows:

a. Civil penalties;

b. Other penalties and fines permitted by law;

c. Injunctive relief;

d. Costs of suit;

e. Reasonable attorneys' fees;

f. Pre-judgment and post-judgment interest as provided by law; and

g. Such other and further relief as the Court deems just and proper.

DATED: December 23, 2024

KIZIRIAN LAW FIRM. P.C.
BOYAMIAN LAW, INC.

By: A. R. K. ______________________

Armand R. Kizirian
Michael H. Boyamian
Attorneys for Plaintiffs AXEL MAGANA, SAUL BONILLA, Other Aggrieved Employees, and the General Public

Exhibit “1”

KIZIRIAN
LAW FIRM
EMPLOYEE & CONSUMER ADVOCATES

550 N BRAND BLVD.
SUITE 1500
GLENDALE, CA 91203

p 818.221.2800
f 818.221.2900

WWW.KIZIRIANLAW.COM

October 18, 2024

Via Online Submission

Labor Workforce and Development Agency
Attention: PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, California 94102

Re: Notice of PAGA Claims Pursuant to Labor Code Section 2699.3
Axel Magana and Saul Bonilla v. Bridgestone Retail Operations, LLC

Dear Labor and Workforce Development Agency:

My office, along with Boyamian Law, Inc., represents Axel Magana and Saul Bonilla ("Claimants") with respect to various wage and hour claims on behalf of themselves and current and former non-exempt, hourly automotive technicians (maintenance technicians [a.k.a. maintenance techs], C-technicians [a.k.a. C-techs], B-technicians [a.k.a. B-techs], and A-technicians [a.k.a. A-techs], and any other similarly titled positions, hereinafter referred to as "Aggrieved Employees") employed by Bridgestone Retail Operations, LLC in California ("Bridgestone" or "the Company"). The purpose of this letter is to satisfy the notice requirements of Labor Code Section 2699.3(a).

Below we set forth the facts and theories which we believe support our contention that Bridgestone has violated and continues to violate various provisions of the California Labor Code including, but not limited to, failure to provide regular and overtime compensation for all hours worked, failure to provide legally requisite meal and rest breaks, and failure to reimburse necessary business expenses.

Facts and Theories Regarding the Case

Background

Respondent Bridgestone Retail Operations, LLC operates a chain of automotive maintenance and repair shops across the State of California. Bridgestone operates such shops under the brand name of Firestone Complete Auto Care. Bridgestone provides a variety of automotive maintenance and automotive repair services at these Firestone locations, including but not limited to, brake services, engine repair services, steering and suspension repair services, tire repair or replacement, and more.

The automotive technicians that Bridgestone uses to work on customer vehicles are organized in approximately four categories: maintenance technicians [a.k.a. maintenance techs], C-technicians [a.k.a. C-techs], B-technicians [a.k.a. B-techs], and

A-technicians [a.k.a. A-techs]. These automotive technicians are the Aggrieved Employees.

Generally, new automotive technicians are hired by Bridgestone as maintenance technicians before being promoted to C-technician after several months of successful work. From there, Bridgestone may further promote the C-technician to B-technician and finally A-technician over a period of months or years.

Fundamentally, all four tiers of technicians have the same essential duties at Bridgestone. All of them receive work orders from the front office staff and work to repair or maintain customer vehicles. Instead, the differences between the four tiers of technicians lies primarily in the complexity of tasks that they are assigned to complete. In general, maintenance technicians complete the simplest tasks while A-technicians work on the most complex tasks, with C-technicians and B-technicians falling within the middle.

In example, a maintenance technician might be responsible for handling work orders involving oil changes and tires changes. By contrast, a C-technician might work on brake and suspension services along with simpler vehicle repairs. From there, a B-technician might be asked to handle a diagnostic repair where it is not initially clear what is precisely wrong with the vehicle. Finally, an A-technician would do the most complex work such as significant engine repairs and addressing complicated diagnostics.

The automotive technicians are generally supervised by a service manager who heads the shop at each Firestone Complete Auto Care location. However, the sales manager, who is generally responsible for the front office operations also regularly is involved in the management of the automotive technicians, particularly in demanding that they complete jobs in a certain order based on the sales department's promise of completion time to customers.

The Claimants and other Aggrieved Employees are paid a combination of an hourly rate and a commission. The commission is based off of what Bridgestone refers to as the "flag rate". The flag rate is a fixed dollar amount and each work order has a different flag rate associated with it. For example, a relatively straightforward regular maintenance task might have a flag rate of 1.0 while a complicated engine repair might have a flag rate of 4.0. In addition to the payment of the hourly wage, for each work order completed, Bridgestone would pay Claimants and the other Aggrieved Employees their flag rate multiplied by however many hours are designated by Bridgestone for the completion of that task.

Thus, the pay for Claimants and the other Aggrieved Employees is a combination of their hourly rate for the time they are clocked in, what Bridgestone sometimes refers to as "physical hours", and the non-discretionary bonuses they receive as expressed through the "flag hours" that the Aggrieved Employees earn. Bridgestone requires Claimants and the other Aggrieved Employees to have flag hours that meet or exceed their physical hours as reconciled on a weekly basis.

Meal and Rest Break Violations

Bridgestone's Firestone Complete Auto Care locations are chronically understaffed. As a result, Claimants and the other Aggrieved Employees were under great pressure by management to take their meal breaks late, cut them short, or skip them completely. If Claimants or the other Aggrieved Employees did not clock-out for a meal break by the end of the fifth hour of their shift or did not clock out at all, management would regularly alter the relevant timeclock entry to mask the meal break violation.

Similarly, Claimants and the other Aggrieved Employees had limited scope to take their rest breaks, often not being able to take a rest break for every four hours of work or major fraction thereof. Unlike meal breaks, which Bridgestone recorded, the Company made no attempt to track rest breaks. In practice, management would not notify Claimants and the other Aggrieved Employees about the availability of rest breaks and, in any event, due to chronic understaffing, Claimants and the other Aggrieved Employees would almost never get all of their legally required rest breaks.

Moreover, management would regularly interrupt Claimants and the other Aggrieved Employees while they were on their meal breaks and rest breaks. Management would demand updates on where work stood on a particular vehicle and even require Claimants and the other Aggrieved Employees to move vehicles while purportedly on a meal break or rest break.

Bridgestone's Firestone Complete Auto Care locations generally had insufficient parking for all of the vehicles in service. As a result, management would require that vehicles often be double or even triple parked. In addition, Bridgestone had a practice that only the automotive technician working on a vehicle should move it while service was pending in order to prevent accidental damage due to the vehicle being in some state of disassembly unknown to the automotive technicians not assigned to that work order. Consequently, management would regularly demand that the Aggrieved Employee responsible for the vehicle come back to move it if it was blocking another vehicle. Management would demand that an automotive technician do this even if they were on a meal break or rest break. Because the reason for moving the vehicles would often be that a customer had come to pick up their (blocked) car, management would require immediate compliance by the Aggrieved Employee in order to prevent the customer from waiting for the completion of a rest break, or especially, a longer meal break.

Because Bridgestone was so understaffed with automotive technicians at its Firestone Complete Auto Care locations, Claimants and the other Aggrieved Employees would regularly work overtime. Shifts longer than 10 hours were common, and shifts even longer than 12 hours were sometimes incurred. In none of these shifts did Bridgestone provide Claimants and the other Aggrieved Employees with a second meal break. Moreover, in line with the fact that most Claimants and the other Aggrieved Employees were unable to take rest breaks, Bridgestone did not provide Claimants and the other Aggrieved Employees with a third rest break for shifts approaching or exceeding 12 hours. Furthermore, if an employer like Bridgestone fails to provide an employee a lawful meal period, the employer must pay the employee one hour of pay for each violation. *See* IWC Wage Order 4-2001(11)(B) & (12)(B). Accordingly, for each missed or non-compliant meal and/or rest period, Bridgestone failed to maintain a mechanism by which Aggrieved Employees, including Claimants, were paid meal and/or rest period premiums at the "regular rate of pay" pursuant to *Ferra v. Loews Hollywood Hotel, LLC*, 11 5th 858 (2021) and Labor Code § 226.7. Our High Court in *Ferra* confirmed that its decision applies retroactively to meal and rest break violation premium payments previously made or owed. *Id.* at 870.

Minimum Wage and Overtime Violations

Claimants and the other Aggrieved Employees regularly suffered minimum wage and overtime violations. As noted previously, management would regularly alter timeclock entries to show a meal break when none was taken or where the meal break was cut short. Because meal breaks were done off-the-clock, the common situation where Claimants and the other Aggrieved Employees were actually working during a meal break have resulted in unpaid wages. The unpaid wages due from these instances are either straight time or overtime, depending on whether the Aggrieved Employee at issue was working above 8 hours a day for that shift or 40 hours for that week.

In addition, on occasion, the store manager of a Firestone Complete Auto Care location would alter the timeclock entries of the Aggrieved Employees working overtime shifts if the store manager determined that the Aggrieved Employees had not been as productive as the store manager would have liked, e.g., by having flag hours that fell short of the physical hours during the incurred overtime hours. In such circumstances, the store manager might alter the timeclock entries of the Aggrieved Employees to simply take away some of the overtime hours that were worked, all in violation of California law.

Most problematically, however, Bridgestone only paid Claimants and the other Aggrieved Employees overtime based on their hourly rate. Bridgestone did not factor in the flag rate that Claimants and the other Aggrieved Employees were earning, a core part of their pay. Because the flag rate pay is not a discretionary bonus, it forms a portion of the regular rate of pay for Claimants and the other Aggrieved Employees. By not accounting for the flag rate in their calculation of overtime wages, Bridgestone has not used the regular rate of pay of the Claimants and the other Aggrieved Employees when paying them overtime thus violating California law. *See Alvarado v. Dart Container Corp. of California*, 4 Cal. 5th 542, 554 (2018) (finding that an employee's overtime rate must "reflect[] all the various forms of regular compensation that the employee earned in the relevant pay period"); *see also Haber v. The Americana Corp.* 378 F. 2d 854, 855-856 (9th Cir. 1967) (holding that regularly paid efficiency bonuses must be included in calculating the "regular rate").

Unreimbursed Business Expenses

Bridgestone also required Claimants and the other Aggrieved Employees to bring and use their own work tools in the automotive maintenance and repair work that they performed. Bridgestone would not provide any sort of reimbursement to Claimants and the other Aggrieved Employees for the use of their own tools.

These tools would cost Claimants and the other Aggrieved Employees hundreds or thousands of dollars as Aggrieved Employees would need to create their own tool cart by purchasing extensive inventories of wrenches, sockets, ratchets, different types and sizes of screwdrivers, and much more in order to complete their work. In general, the more senior the automotive technician, the more advanced tools Bridgestone expected them to have with them in order to complete their work tasks.

Pursuant to Wage Order 4-2001(9)(B), Bridgestone could have required Claimants and the other Aggrieved Employees to bring their own tools to work if the company compensated them at least twice the minimum wage for their work. However, during the statutory period, Bridgestone did not compensate Claimants and the other Aggrieved Employees at twice the minimum wage, making Bridgestone's requirement that Aggrieved Employees use their own tools for work on behalf of the company unlawful.

Failure to Produce Personnel File

Upon their demand, Labor Code Sections 226(f) and 1198.5(k) requires an employer to allow an employee to inspect their personnel file and payroll records. However, Bridgestone has a practice of failing to allow Aggrieved Employees from accessing their personnel files and payroll records.

Instead, Bridgestone simply ignores requests from Aggrieved Employees to secure copies of their personnel files and payroll records. Thus, because Bridgestone does not comply with the requirements of Labor Code Sections 226(f) and 1198.5, Bridgestone's recordkeeping policy is not in compliance with California law.

Claims to be Asserted Under the Private Attorneys General Act

California Labor Code Section 2699.3(a) requires an aggrieved employee to inform the Agency before filing a civil action under the Private Attorneys General Act of 2004 ("PAGA"). Based on the foregoing facts, Claimants are asserting PAGA claims on behalf of themselves and current and former non-exempt, hourly automotive technicians (maintenance technicians [a.k.a. maintenance techs], C-technicians [a.k.a. C-techs], B-technicians [a.k.a. B-techs], and A-technicians [a.k.a. A-techs], and any other similarly titled positions) employed by Bridgestone Retail Operations, LLC in California between one year prior to the date of this correspondence and continuing through the present. Claimants seek civil penalties under PAGA for the following Labor Code violations:

1. Violations of Labor Code sections 216, 1194, 225.5, 558 for failing to pay minimum and overtime wages due. Specifically, the Company does not pay minimum and overtime wages to Claimants and the other Aggrieved Employees for all hours worked, nor does the Company properly take into account non-discretionary bonuses in

calculating the overtime rate, as required by Labor Code sections 216, 510, 511, 558, 1194-1197.1 and 1198.

2. Violations of Labor Code section 558 for failing to pay wages due, including those for missed meal and rest periods as required by Labor Code sections 226.7, 512, 551-553. Specifically, with respect to meal breaks, the Company does not permit Claimants and the other Aggrieved Employees to take an uninterrupted, off-duty, and/or meal periods, and does not pay one additional hour of pay at their regular rate of compensation for each missed meal period. The Company also does not provide Claimants and the other Aggrieved Employees with rest periods. Nor does it pay one additional hour of pay at their regular rate of compensation for each missed rest period.

3. Violations of Labor Code sections 226 and 226.3, requiring employers to provide specific information on employees' itemized wage statements, as the Company does not include all hours worked and wages earned on the wage statements of Claimants and the other Aggrieved Employees.

4. Violations of Labor Code sections 204 and 210, based on the Company's failure to pay Claimants and the other Aggrieved Employees on the regular pay day all owed wages, and the Company's failure to fully compensate former employees in a timely manner when their employment ended, in violation of Labor Code sections 201, *et seq*. and 256.

5. Violations of Labor Code section 2802, based on the Company's failure to reimburse Claimants and the other Aggrieved Employees for their necessary business expenditures.

6. Violations of Labor Code sections 226 and 1198, based on the Company's failure to provide Aggrieved Employees with their personnel files and wage statements.

Accordingly, we believe the Company has violated, and continues to violate, numerous provisions of California law, including, without limitation Labor Code Sections §§ 201, 202, 203, 204, 210, 216, 221, 223, 225.5, 226, 226.3, 226.7, 256, 510, 511, 512, 551, 552, 558, 1174, 1174.5, 1194-1197.1, 1198, 2802, and 2698, *et seq*. Aggrieved Employees are entitled to all damages, restitution and statutory penalties allowed by law. Our investigation is continuing, and there may be more violations uncovered.

We respectfully request that the Labor Workforce Development Agency notify this office within sixty (60) days if it wishes to investigate this matter further or, in the alternative, notify us that you will not pursue an investigation so that we may pursue these penalties under the Private Attorneys General Act of 2004. Should you have any questions or concerns or require additional information, please do not hesitate to contact the undersigned. If the Company wishes to resolve these claims without resorting to protracted litigation, please contact the undersigned forthwith to discuss this matter further.

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Thank you for your immediate attention to this matter.

Sincerely,

KIZIRIAN LAW FIRM, P.C.

Armand R. Kizirian

CC: Bridgestone Retail Operations, LLC (*via certified mail*)
Agent for Service of Process
United Agent Group
7801 Folsom Blvd., #202
Sacramento, CA 95826

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