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on behalf of the general public as private attorney general.

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

CARLOS ARTURO JUAREZ ARTEAGA, on
behalf of the general public as private attorney
general,

Plaintiff,

v.

PARTS AUTHORITY, LLC; EMPRO; and
DOES 1-50, inclusive,

Defendants.

CASE NO.: 30-2024-01444619-CU-OE-CXC

**PAGA REPRESENTATIVE ACTION
COMPLAINT PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL ACT
(Labor Code §§ 2698 et seq).**

Assigned for All Purposes:
Judge Randall J. Sherman
Dept. CX105

1 Plaintiff CARLOS ARTURO JUAREZ ARTEAGA(“Plaintiff”), on behalf the general public
2 and all non-exempt aggrieved employees, acting on behalf of the California Attorney General as
3 private attorney general, asserts claims against Defendants PARTS AUTHORITY, LLC; EMPRO;
4 and DOES 1-50, inclusive (collectively “Defendants”) as follows:

5 **I. INTRODUCTION**

6 1. This is a representative action for recovery of penalties under the Private Attorneys
7 General Act of 2004 (“PAGA”), Cal. Lab. Code sections 2698 *et seq.* PAGA permits “aggrieved
8 employees” to bring a lawsuit as a representative action on behalf of the general public as private
9 attorney general and all other current and former aggrieved employees, to recover civil penalties
10 and address an employer’s violations of the California Labor Code.

11 2. In this case, Defendants violated various provisions of the California Labor Code.
12 As set forth below, Defendants implemented policies and practices which led to Defendants’:
13 (a) failure to pay wages including overtime; (b) failure to provide meal periods for every work
14 period exceeding more than five (5) or ten (10) hours per day and failure to pay an additional
15 hour’s of pay or accurately pay an additional hour’s of pay in lieu of providing a meal period; (c)
16 failure to provide rest breaks for every four hours or major fraction thereof worked and failure to
17 pay an additional hour’s of pay or accurately pay an additional hour’s of pay in lieu of providing a
18 rest period; (d) failing to pay timely wages required by Labor Code § 203; (e) failing to provide
19 accurate itemized wage statements; (f) violation of Labor Code §§ 221, 224, and 300; and (g)
20 failing to reimburse expenses. As a result, Plaintiff seeks penalties under Labor Code 2698, *et seq.*
21 on behalf of the general public as private attorney general and all other aggrieved employees.

22 **II. JURISDICTION AND VENUE**

23 3. The California Superior Court has jurisdiction over this action pursuant to
24 California Constitution Article VI, Section 10, which grants the Superior Court “original
25 jurisdiction in all cases except those given by statute to other trial courts.” The statutes under
26 which this action is brought do not give jurisdiction to any other court.

27 4. This Court has jurisdiction over Defendants because, upon information and belief,
28 each Defendant either has sufficient minimum contacts in California, or otherwise intentionally

1 avails itself of the California market so as to render the exercise of jurisdiction over it by the
2 California Courts consistent with traditional notions of fair play and substantial justice.

3 5. Venue as to each Defendant is proper in this judicial district pursuant to Code of
4 Civil Procedure section 395. Defendants are doing business throughout California, including but
5 not limited to Placer County, and each Defendant is within the jurisdiction of this Court for service
6 of process purposes. The unlawful acts alleged herein have a direct effect on Plaintiff and all other
7 aggrieved employees within the State of California. Defendants employ numerous aggrieved
8 employees in in the State of California.

9 6. On information and belief, Defendants have conducted business within the State of
10 California during the purported liability period and continue to conduct business throughout the
11 State of California. The unlawful acts alleged herein have had a direct effect on Plaintiff, and the
12 similarly situated non-exempt aggrieved employees within California.

13 7. The California Superior Court also has jurisdiction in this matter because on
14 information and belief there are no federal questions at issue, as the issues herein are based solely
15 on California statutes and law, including the California Labor Code, the IWC Wage Orders, the
16 California Code of Civil Procedure, the California Civil Code, and the California Business and
17 Professions Code.

18 8. On information and belief, during the statutory liability period and continuing to
19 the present (“liability period”), Defendant consistently maintained and enforced against
20 Defendant’s Non-Exempt aggrieved Employees, among others, the following unlawful practices
21 and policies, in violation of California state wage and hour laws: (a) failure to pay wages including
22 overtime; (b) failure to provide meal periods for every work period exceeding more than five (5)
23 or ten (10) hours per day and failure to pay an additional hour’s of pay or accurately pay an
24 additional hour’s of pay in lieu of providing a meal period; (c) failure to provide rest breaks for
25 every four hours or major fraction thereof worked and failure to pay an additional hour’s of pay or
26 accurately pay an additional hour’s of pay in lieu of providing a rest period; (d) failing to pay
27 timely wages required by Labor Code § 203; (e) failing to provide accurate itemized wage
28 statements; (f) violation of Labor Code §§ 221, 224, and 300; and (g) failing to reimburse

1 expenses.

2 9. Plaintiff on behalf of the general public as private attorney general and all other
3 aggrieved employees bring this action pursuant to Labor Code 2698, et seq. for violations
4 enumerated under 2699.5 as follows: sections 201-203, 221, 510, 512, 558, 221, 224, 226, 226.3,
5 226.7, 300, 432, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802, and seeking penalties,
6 interest, attorneys' fees and costs.

7 **III. PARTIES**

8 **A. Plaintiff**

9 10. Plaintiff, CARLOS ARTURO JUAREZ ARTEAGA, was employed by Defendants
10 in approximately October 5, 2023, as a Non-Exempt Employee with the title of Delivery Driver
11 and worked during the liability period for Defendants until Plaintiff's separation from Defendants'
12 employ in approximately October 27, 2023. Plaintiff's duties included, but were not limited to
13 making deliveries for auto parts.

14 11. As Defendant's employee, Plaintiff, and all other aggrieved employees were
15 regularly required to and subsequently suffered:

16 a) perform work subject to the control of the employer without being compensated all
17 wages including overtime and minimum wages, all in violation of California labor laws,
18 regulations, and the Industrial Welfare Commission Wage Order ("IWC");

19 b) work without being permitted or authorized a minimum ten-minute rest period for
20 every four hours or major fraction thereof worked and not compensated one (1) hour of pay at his
21 regular rate of compensation for each workday that a rest period was not provided, all in
22 violation of California labor laws, regulations, and the Industrial Welfare Commission Wage
23 Orders ("IWC");

24 c) work in excess of five and ten hours per day without being provided meal periods
25 and not compensated one (1) hour of pay at the regular rate of compensation for each workday that
26 a meal period was not provided, all in violation of California labor laws, regulations, and the
27 Industrial Welfare Commission Wage Orders ("IWC");

28 a) failing to pay wages, including overtime and minimum wages;

- b) failing to provide accurate itemized wage statements;
- c) failing to timely pay Plaintiff and Aggrieved Employees;
- d) making unlawful deductions from earned wages, without authorization; and
- e) not reimbursed business expenses.

On information and belief, Defendants willfully failed to pay all earned wages in the form regular wages, minimum wages, overtime wages, reporting time wages, gratuity wages and meal and rest period premium wages to its Non-Exempt Employees and Aggrieved Employees; nor have Defendants returned to Plaintiff or Aggrieved Employees, upon or after separation from employment with Defendants, all wages earned and owing. Plaintiff seeks penalties under Labor Code 2698, *et seq.* on behalf of the general public as private attorney general and all other aggrieved employees.

B. Defendants

12) Defendants PARTS AUTHORITY, LLC and EMPRO operate as auto parts retail businesses. Plaintiff estimates there are in excess of 100 Non-Exempt Employees who work or have worked for Defendants over the last year.

13) Other than identified herein, Plaintiff is unaware of the true names, capacities, relationships and extent of participation in the conduct alleged herein, of the defendants sued as DOES 1 through 50, but is informed and believes and thereon alleges that said defendants are legally responsible for the wrongful conduct alleged herein and therefore sues these defendants by such fictitious names. Plaintiff will amend this complaint when their true names and capacities are ascertained.

14) Plaintiff is informed and believes and thereon alleges that each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and other Aggrieved Employees, and exercised control over their wages, hours, and working conditions. Plaintiff is informed and believes and thereon alleges that each defendant acted in all respects pertinent to this action as the agent of the other defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the other defendants.

1 **IV. GENERAL ALLEGATIONS**

2 15) At all times set forth herein, Defendants employed Plaintiff and other persons in the
3 capacity of non-exempt positions, however titled, throughout the state of California.

4 16) Plaintiff is informed and believes Aggrieved Employees have at all times pertinent
5 hereto been Non-Exempt within the meaning of the California Labor Code and the implementing
6 rules and regulations of the IWC California Wage Orders.

7 17) Defendants continue to employ Non-Exempt Employees, however titled, in
8 California and implement a uniform set of policies and practices to all non-exempt employees, as
9 they were all engaged in the job duties related to Defendants' auto parts retail businesses.

10 18) Plaintiff is informed and believes, and thereon alleges, that Defendants are and
11 were advised by skilled lawyers and other professionals, employees, and advisors with knowledge
12 of the requirements of California's wage and employment laws.

13 19) Plaintiff is informed and believes that during the relevant time frame, all Aggrieved
14 Employees are citizens of the state of California.

15 20) During the relevant time frame, Defendants compensated Plaintiff and Aggrieved
16 Employees based upon an hourly rate.

17 21) Plaintiff and the Aggrieved Employees were regularly required to work shifts in
18 excess of five hours without being provided a lawful meal period and over ten hours in a day
19 without being provided a second lawful meal period as required by law.

20 22) Plaintiff and Aggrieved Employees missed meal breaks often. Meal breaks were
21 often interrupted and lasted for less than the 30 minutes required by law. Defendants failed to pay
22 premium wages for missed, short or late meal breaks.

23 23) Plaintiff was required to keep his personal cell phone on throughout his meal
24 periods and remain on call.

25 24) Indeed, during the relevant time, as a consequence of Defendants' staffing and
26 scheduling practices, work demands, and Defendants' policies and practices, Defendants
27 frequently failed to provide Plaintiff and the Aggrieved Employees timely, legally compliant
28 uninterrupted 30-minute meal periods on shifts over five hours as required by law.

1 25) Similarly, as a consequence of Defendants' staffing and scheduling practices, work
2 demands, and Defendants' policies and practices, Defendants frequently failed to provide Plaintiff
3 and the Aggrieved Employees legally compliant second meal periods on shifts over ten hours as
4 required by law.

5 26) On information and belief, Plaintiff and Aggrieved Employees did not waive their
6 rights to meal periods under the law.

7 27) Plaintiff and the Aggrieved Employees were not provided with valid lawful on-duty
8 meal periods.

9 28) Despite the above-mentioned meal period violations, Defendants failed to
10 compensate Plaintiff, and on information and belief, failed to compensate Aggrieved Employees,
11 one additional hour of pay at their regular rate as required by California law when meal periods
12 were not timely or lawfully provided in a compliant manner.

13 29) Plaintiff are informed and believe, and thereon alleges, that Defendants know,
14 should know, knew, and/or should have known that Plaintiff and the other Aggrieved Employees
15 were entitled to receive premium wages based on their regular rate of pay under Labor Code
16 §226.7 but were not receiving such compensation.

17 30) In addition, during the relevant time frame, Plaintiff and the Non-Exempt
18 Employees were systematically not authorized and permitted to take one net ten-minute paid, rest
19 period for every four hours worked or major fraction thereof, including third rest breaks which is a
20 violation of the Labor Code and IWC wage order. Plaintiff was not given a third rest break on the
21 aforementioned ten (10) hour and above work days.

22 31) Defendants maintained and enforced scheduling practices, policies, and imposed
23 work demands that frequently required Plaintiff and Aggrieved Employees to forego their lawful,
24 paid rest periods of a net ten minutes for every four hours worked or major fraction thereof. Such
25 requisite rest periods were not timely authorized and permitted as a result of Defendants' failure to
26 provide relief for Plaintiff and Aggrieved Employees to take their lawfully required breaks.

27 32) Despite the above-mentioned rest period violations, Defendants did not compensate
28 Plaintiff, and on information and belief, did not pay Aggrieved Employees one additional hour of

1 pay at their regular rate as required by California law, including Labor Code section 226.7 and the
2 applicable IWC wage order, for each day on which lawful rest periods were not authorized and
3 permitted. Plaintiff was required to remain on duty through his available rest breaks and could not
4 take a rest break despite being entitled to over 2 rest periods during his 8+ hour shifts.

5 33) Plaintiff was required to keep his personal cell phone on through his rest periods, as
6 he was to remain on call during his breaks. If Plaintiff attempted to take a break, he was
7 interrupted by work calls on his personal cell phone.

8 34) Plaintiff is informed and believes that Plaintiff and Aggrieved Employees were not
9 compensated for all time worked as Plaintiff and Aggrieved Employees as a result of off-the-clock
10 to conduct pre-shift work activities. For instance, Plaintiff would arrive early to his shift and begin
11 working prior to clocking in, as employees were not allowed to clock in early.

12 35) Further, Plaintiff is informed and believes that Plaintiff and Aggrieved Employees
13 were not compensated for all time worked as Plaintiff and Aggrieved Employees as a result of off-
14 the-clock work for required training. Defendants required training, such as zoom and hands-on, in-
15 person training. Defendants failed to compensate Plaintiff for time spent conducting the required
16 training for approximately 4 hours on his first day of employment.

17 36) Defendants also failed to provide accurate, lawful itemized wage statements to
18 Plaintiff and the Aggrieved Employees in part because of the above specified violations. In
19 addition, upon information and belief, Defendants omitted an accurate itemization of total hours
20 worked, including premiums due and owing for overtime pay, gross pay, and net pay figures from
21 Plaintiff and the Aggrieved Employees' wage statements.

22 37) Additionally, Defendants failed to provide accurate, lawful itemized wage
23 statements in part because the address listed on Defendants' paystubs is not associated with the
24 Company and is thus, incorrect and misleading.

25 38) Defendants also failed to reimburse Plaintiff and Aggrieved Employees for
26 business expenses incurred pursuant to Labor Code section 2802. For instance, Plaintiff and
27 Aggrieved Employees were required to use their personal cellphones to carry out their work-
28 related duties while under the direction and control of Defendants. For example, Plaintiff would

1 use his personal cell phone for work-purposes for eight (8) hours a day, using a work order
2 application he had downloaded for the job. Despite these realities, Defendants failed to reimburse
3 Plaintiff and Aggrieved Employees for their personal cellphone use.

4 39) On information and belief, during the relevant time frame, Defendants failed to
5 adequately reimburse Plaintiffs and Aggrieved Employees for business expenditures for mileage
6 incurred as a direct result of the discharge of his work duties. Defendants required Plaintiff use his
7 personal vehicle during work hours to make deliveries. Defendants reimbursed Plaintiff an
8 insufficient amount per mile, not in accordance with the IRS mileage rate.

9 40) Defendants also failed to reimburse necessary business expenses Plaintiff and
10 Aggrieved Employees incurred for the use of office supplies. Plaintiff and Aggrieved Employees
11 were required to provide their own pens and clipboards for work. Defendant failed to reimburse
12 Plaintiff and Aggrieved Employees for these necessary business expenses.

13 41) Plaintiff is informed and believes, and thereon alleges, that at all times herein
14 mentioned, Defendants knew that at the time of termination of employment (or within 72 hours
15 thereof for resignations without prior notice as the case may be) they had a duty to accurately
16 compensate Plaintiff and Aggrieved Employees for all wages owed including minimum wages,
17 meal and rest period premiums, and that Defendants had the financial ability to pay such
18 compensation, but willfully, knowingly, recklessly, and/or intentionally failed to do so in part
19 because of the above-specified violations.

20 42) During the relevant time frame, Defendants made unlawful deductions from earned
21 wages, without authorization, all in violation of Labor Code §221, §224, and §300. For instance,
22 available paystubs show “Advance” deductions made under a “Voluntary Deductions” section.
23 Plaintiff did not authorize these deductions from his wages.

24 43) During the relevant time frame, Defendants shaved Plaintiff’s and on information
25 and belief Aggrieved Employees’ time. For instance, Plaintiff would arrive early to his scheduled
26 shift and clock in on his personal cell phone which automatically recorded the time, however, if
27 the time punch did not register Plaintiff messaged management. Plaintiff also filled in a paper
28 timesheet in the warehouse with his shift times rounded. Over time, this resulted in an

1 underpayment of minimum and overtime wages. On information and belief, Defendants failed to
2 properly compensate Plaintiff and Aggrieved Employees by impermissibly rounding down and/or
3 failing to round up Plaintiff's pay.

4 44) At all times relevant, Defendants implemented a rounding system, which over time
5 favored the Defendant and was not neutral in practice resulting in minimum wage violations.

6 45)

7 46) Upon information and belief, Defendants knew and or should have known that it is
8 improper to implement policies and commit unlawful acts such as:

9 (a) requiring employees to work four (4) hours or a major fraction thereof without
10 being provided a minimum ten (10) minute rest period and without compensating the employees
11 with one (1) hour of pay at the employees' regular rate of compensation for each workday that a
12 rest period was not provided;

13 (b) requiring employees to work in excess of five (5) hours or ten (10) hours per day
14 without being provided an uninterrupted thirty minute meal period and/or a second meal period,
15 and without compensating employees with one (1) hour of pay at the regular rate of compensation
16 for each workday that such a meal period was not provided;

17 (c) failing to pay overtime and minimum wages;

18 (d) failing to provide accurate itemized wage statements;

19 (e) failing to timely pay Plaintiff and Aggrieved Employees;

20 (f) making unlawful deductions from earned wages, without authorization; and

21 (g) failing to reimburse business expenses;

22 47) In addition to the violations above, and on information and belief, Defendants knew
23 they had a duty to compensate Plaintiff and Aggrieved Employees for the allegations asserted
24 herein, and that Defendants had the financial ability to pay such compensation, but willfully,
25 knowingly, recklessly, and/or intentionally failed to do so.

26 Plaintiff and Aggrieved Employees they seek to represent are covered by, and Defendants
27 are required to comply with, applicable California Labor Codes, Industrial Welfare Commission
28 Occupational Wage Orders (hereinafter "IWC Wage Orders") and corresponding applicable

1 provisions of California Code of Regulations, Title 8, section 11000 *et seq.*

2 **REPRESENTATIVE CLAIMS**

3 **THE PRIVATE ATTORNEYS GENERAL ACT- LABOR CODE §§ 2698 *et seq.***

4 48) Plaintiff incorporates by reference and re-alleges each and every allegation
5 contained above, as though fully set forth herein.

6 49) On October 2, 2024, Plaintiff complied with notice requirements pursuant to
7 Labor Code section 2699.3. A copy of the letter sent to the LWDA is attached hereto as **Exhibit**
8 **A**, indicating that the LWDA and Defendants were put on notice of the claims alleged here and
9 that the notice requirement has been satisfied. Sixty-five days have passed and the LWDA has not
10 indicated intent to investigate the claims. Therefore, Plaintiff may proceed with this action in a
11 representative capacity. The substance and violations set forth in this Complaint of which the
12 LWDA was provided timely notice, Plaintiff has also sent a copy of this PAGA Representative
13 Action Complaint to the LWDA.

14 50) Plaintiff is an aggrieved employee as defined in Labor Code Section 2699(a).
15 Plaintiff brings this cause of action on behalf of all current and former California Non-Exempt
16 Employees of Defendants.

17 51) Pursuant to Labor Code section 2699(a) Plaintiff seek to recover civil penalties for
18 which Defendants are liable due to numerous Labor Code violations as set forth in this Complaint,
19 including without limitation Labor Code section 201-203, 221, 300, 510, 512, 558, 226, 226.3,
20 226.7, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802, and 2698 *et seq.*, applicable IWC
21 Wage Orders and California Code of Regulations, Title 8, section 11000 *et seq.*

22 52) At all times relevant, Plaintiff and all other aggrieved employees regularly
23 performed non-exempt work in excess of 50% of the time, and thus, were subject to the meal and
24 rest break requirements of the applicable IWC wage order and the Labor Code.

25 53) Defendants violated Labor Code section 200, 558, 1194, 1197, by failing to
26 accurately pay at least minimum wages due as a result of Defendants' requiring Plaintiff and
27 aggrieved Employees to work off-the-clock as outlined above.

28 54) Defendants violated Labor Code section 510, and 1194 by failing to accurately pay

1 overtime wages owed as discussed above due to Defendants' failure to accurately pay overtime
2 wages due to Defendants' requiring Plaintiff and aggrieved Employees to work off-the-clock as
3 outlined above. Therefore, Defendants violated section 510, and 1194 by not compensating its
4 Non-Exempt Employees for work performed in excess of eight hours (8) in a day or forty hours in
5 a work week (40). Section 510 of the Labor Code codifies the right to overtime compensation at
6 the rate of one and one-half times the regular rate of pay for all hours worked in excess of eight (8)
7 hours in a day or forty (40) hours in a work week and to overtime compensation twice the regular
8 rate of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours
9 in a day on the seventh day of work in a particular work week.

10 55) Defendants failed to provide Plaintiff and all other aggrieved employees
11 uninterrupted duty free meal periods of not less than thirty (30) minutes. Defendants implemented
12 and enforced policies of on duty meal period practices which required employees to work during
13 their meal periods, to forego their meal periods, and/or to return to work from meal periods prior
14 to thirty (30) uninterrupted minutes. As a proximate result of the aforementioned violations,
15 Plaintiff and all other aggrieved employees have been damaged in an amount according to proof at
16 time of trial.

17 56) Plaintiff, and on information and belief, all aggrieved employees, were
18 systematically not permitted or authorized to take ten minute rest periods for every four hours
19 worked or major fraction thereof, which is a violation of the Labor Code and IWC wage order.
20 Plaintiff and on information and belief, aggrieved employees, were not compensated with one
21 hour of wages for every day in which a rest period was missed or untimely as a result of
22 Defendants' policies, practices, or work demands. By failing to authorize and permit a ten-minute
23 rest period for every four hours or major fraction thereof worked per day by its Non-Exempt
24 Employees, and by failing to provide compensation for such non-provided or shortened rest
25 periods, as alleged above, Defendants willfully violated the provisions of Labor Code sections
26 226.7, 512 and the applicable IWC Wage Order.

27 57) Defendants also willfully violated Labor Code sections 201-203 by failing to
28 provide all owed wages at separation from employment. Labor Code sections 201 and 202 require

1 Defendants to pay their employees all wages due either at time of firing, or within seventy-two
2 (72) hours of voluntary separation, if not sooner. Section 203 of the Labor Code provides that if an
3 employer willfully fails to timely pay such wages the employer must, as a penalty, continue to pay
4 the subject employee's wages until the back wages are paid in full or an action is commenced.
5 The penalty cannot exceed 30 days of wages.

6 58) Plaintiff and all other aggrieved employees who were separated from employment
7 are entitled to compensation for all forms of wages earned, including but not limited to
8 compensation regular and overtime wages, and for non-provided meal and rest periods, but to date
9 have not received such compensation, therefore entitling them to penalties under PAGA for
10 violations of Labor Code sections 201-203.

11 59) On information and belief, Defendants willfully failed to pay all wages due and
12 owing upon separation from employment. These wages include but are not limited to regular and
13 overtime wages, and meal and rest period premiums.

14 60) Defendants also made unlawful deductions from earned wages, without
15 authorization, all in violation of Labor Code §221, §224, and §300. Labor Code §221 provides that
16 "[i]t shall be unlawful for any employer to collect or receive from an employee any part of wages
17 theretofore paid by said employer to said employee."

18 61) Labor Code §221 prohibits an employer from taking back earned wages.
19 Defendants collected portions of earned wages from Plaintiff and the Aggrieved Employees.

20 62) In addition, upon information and belief, Plaintiff alleges that Defendants failed to
21 pay sick leave pay to Plaintiff and the Aggrieved Employees at the proper rate, as Defendants
22 failed to factor all forms of compensation into the regular rate.

23 63) On information and belief, Defendants failed to provide accurate itemized wage
24 statements which failed to include the rate of pay and total hours worked per pay period, failed to
25 account for all hours worked, including overtime, and lastly the accurate accounting of, the lawful
26 meal and rest period premiums due and owing to Plaintiff and the aggrieved employees, pursuant
27 to Labor Code section 226(a).

28 64) Defendants have failed to provide Plaintiff and aggrieved Employees rates of pay

1 and the hours for which they worked for any given pay period.

2 65) Defendants have failed to accurately record all time worked.

3 66) Defendants have also failed to accurately record the meal and rest period premiums
4 owed and all wages owed per pay period.

5 67) Pursuant to Labor Code section 226.3, any employer who violates subdivision (a)
6 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
7 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee
8 for each violation in a subsequent citation, for which the employer fails to provide the employee a
9 wage deduction statement or fails to keep the records required in subdivision (a) of Section 226.

10 68) Labor Code section 1197 makes it unlawful to pay an employee less than the
11 minimum wage as established by the Industrial Welfare Commission.

12 69) Labor Code section 1198 provides that the maximum hours of work and the
13 standard conditions of labor fixed by the commission shall be the maximum hours of work and the
14 standard conditions of labor by the commission shall be the maximum hours of work and the
15 standard conditions of labor for employees. The employment of any employee for longer hours
16 than those fixed by the order or under conditions of labor prohibited by the order is unlawful.

17 70) The applicable reporting time wages are fixed by the IWC in Wage Order 1.

18 71) In relevant part, Section 5 of the applicable wage order provides:

19 (A) Each workday an employee is required to report for work and does report,
20 but is not put to work or is furnished less than half said employee's usual or scheduled
21 day's work, the employee shall be paid for half the usual or scheduled day's work, but in
no event for less than two (2) hours nor more than four (4) hours, at the employee's regular
rate of pay, which shall not be less than the minimum wage.

22 72) On information and belief, Defendants failed to reimburse Plaintiff and aggrieved
23 Employees for business expenses incurred as described above. Labor Code § 2802 requires
24 Defendants to indemnify Plaintiff and aggrieved Employees for necessary expenditures incurred in
25 direct consequences of the discharge of his or her duties. Despite these realities of the job,
26 Defendants failed to provide reimbursements.

27 73) Labor Code §2804 states in pertinent part: "Any contract or agreement, express or
28 implied, made by any employee to waive the benefits of this article or any part thereof is null and

1 void, and this article shall not deprive any employee or his or her personal representative of any
2 right or remedy to which he is entitled under the laws of this State.

3 74) Additionally, Defendants have no accurate records relating to aggrieved
4 employees' work periods, meal periods, total daily hours worked, total hours worked per payroll
5 period and applicable pay rates, in violation of Wage Order. Similarly, Defendants failed to
6 maintain accurate records relating to hours worked daily in violation of Labor Code sections
7 1174(d), 1174.5.

8 75) Labor Code §2804 states in pertinent part: "Any contract or agreement, express or
9 implied, made by any employee to waive the benefits of this article or any part thereof is null and
10 void, and this article shall not deprive any employee or his or her personal representative of any
11 right or remedy to which he is entitled under the laws of this State."

12 76) Labor Code §1198.5(a) provides that "[e]very current and former employee, or his
13 or her representative, has the right to inspect and receive a copy of the personnel records that the
14 employer maintains relating to the employee's performance or to any grievance concerning the
15 employee."

16 77) 1198.5(b)(1) the employer shall make the contents of those personnel records
17 available for inspection to the current or former employee, or his or her representative, at
18 reasonable intervals and at reasonable times, but not later than 30 calendar days from the date the
19 employer receives a written request, unless the current or former employee, or his or her
20 representative, and the employer agree in writing to a date beyond 30 calendar days to inspect the
21 records, and the agreed-upon date does not exceed 35 calendar days from the employer's receipt of
22 the written request. Upon a written request from a current or former employee, or his or her
23 representative, the employer shall also provide a copy of the personnel records, at a charge not to
24 exceed the actual cost of reproduction, not later than 30 calendar days from the date the employer
25 receives the request, unless the current or former employee, or his or her representative, and the
26 employer agree in writing to a date beyond 30 calendar days to produce a copy of the records, as
27 long as the agreed-upon date does not exceed 35 calendar days from the employer's receipt of the
28 written request. Except as provided in paragraph (2) of subdivision (c), the employer is not

1 required to make those personnel records or a copy thereof available at a time when the employee
2 is actually required to render service to the employer, if the requester is the employee.

3 78) 1198.5(k) if an employer fails to permit a current or former employee, or his or her
4 representative, to inspect or copy personnel records within the times specified in this section, or
5 times agreed to by mutual agreement as provided in this section, the current or former employee or
6 the Labor Commissioner may recover a penalty of seven hundred fifty dollars (\$750) from the
7 employer. Here, Defendant failed to furnish such records upon Plaintiff's request.

8 79) Additionally, Defendant have no accurate records relating to aggrieved employees'
9 work periods, total daily hours worked, total hours worked per payroll period and applicable pay
10 rates, in violation of applicable Wage Orders. Similarly, Defendant failed to maintain accurate
11 records relating to hours worked daily in violation of Labor Code sections 1174(d), 1174.5.

12 80) As a result of Defendants' unlawful conduct, Plaintiff and aggrieved employees are
13 entitled to penalties to the extent they were not paid at the prevailing wage rate for all hours
14 worked.

15 81) Plaintiff and the Representative aggrieved Employees are entitled to recover
16 Penalties and attorneys' fees and costs under Labor Code section 2698, et seq.

17 **PRAYER FOR RELIEF**

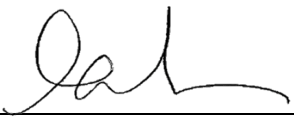
18 WHEREFORE, Plaintiff prays for judgment against Defendants, as follows:

- 19 1. For penalties according to proof, pursuant to Labor Code §§ 2698 et seq.;
- 20 2. For reasonable attorneys' fees and costs; and
- 21 3. For such other and further relief as the Court deems proper.
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Dated: December 9, 2024

JAMES HAWKINS APLC

By: 

JAMES R. HAWKINS, ESQ.
GREGORY MAURO, ESQ.
MICHAEL CALVO, ESQ.
LAUREN FALK, ESQ.
AVA ISSARY, ESQ.

Attorneys for Plaintiff CARLOS ARTURO
ARTEAGA, on behalf of the general public as
private attorney general

EXHIBIT A

JAMES *JH* HAWKINS

A PROFESSIONAL LAW CORPORATION

9880 RESEARCH DRIVE, SUITE 200, IRVINE, CALIFORNIA 92618
TELEPHONE (949) 387-7200; FACSIMILE (949) 387-6676

October 2, 2024

Via LWDA Website

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612
<http://www.dir.ca.gov/Private-Attorneys-General-Act>

Via Certified Mail

PARTS AUTHORITY, LLC
Agent for Service of Process:
CSC - LAWYERS INCORPORATING SERVICE
BECKY DEGEORGE
2710 GATEWAY OAKS DRIVE, SUITE 150N
SACRAMENTO, CA 95833
Receipt No.: 9589 0710 5270 0748 0724 27

Via Certified Mail

EMPRO
Agent for Service of Process:
George Timar
1235 N Harbor Blvd, Suite 115
Fullerton, CA 92832
Receipt No.: 9589 0710 5270 0748 0724 10

Re: NOTICE PURSUANT TO LABOR CODE SECTIONS 2698, *et seq.*

To Whom It May Concern:

PLEASE TAKE NOTICE that plaintiff CARLOS ARTURO JUAREZ ARTEAGA, individually and on behalf of all similarly situated representative aggrieved employees, gives NOTICE to commence and/or amend a civil action pursuant to California Labor Code Sections 2698, *et seq.* Plaintiff hereby gives written notice by certified mail to the Labor and Workforce Development Agency, PARTS AUTHORITY, LLC, and EMPRO through its Agent for Service of Process.

Plaintiff hereby attaches a copy of the Proposed PAGA Representative Action Complaint to be filed in the Orange County Superior Court, as though fully set forth herewith setting out the specific provisions of the Labor Code Plaintiff alleges have been violated, including the facts and theories. All labor provisions in the Proposed PAGA Representative Action Complaint alleged to have been violated pertain to all entities and individuals named in the Complaints, even if not expressly specified.

Please advise within sixty (60) days of the post mark on this letter if the LWDA intends to investigate these claims. Thank you, and if you have any questions, please do not hesitate to contact me.

Very Truly Yours,

A handwritten signature in black ink, appearing to read 'G. Mauro', with a long horizontal flourish extending to the right.

Gregory Mauro

Enclosure: Proposed PAGA Representative Action Complaint