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November 25, 2024

Via Online Submission

LABOR AND WORKFORCE DEVELOPMENT AGENCY
dir.govfa.net/308

VIA CERTIFIED MAIL # 7021 0950 0000 9825 0644

Return Receipt Requested

AA Automotive Personnel Services, Inc.
2461 Santa Monica Blvd., #621
Santa Monica, CA 90404

VIA CERTIFIED MAIL # 7021 0950 0000 9825 0651

Return Receipt Requested

AA Automotive Personnel Services, Inc.
ATTN: Alvaro A. Martin
7381 La Tijera Blvd., #45258
Los Angeles, CA 90045

Re: Adrian Pedroza v. AA Automotive Personnel Services, Inc.

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

To: California Labor and Workforce Development Agency; AA Automotive Personnel Services, Inc.

From: Adrian Pedroza, on behalf of himself and aggrieved employees who were subject to the employer's wage and hour policies as set forth below.

Factual Statement

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

Theories of Labor Code Violations and Remedies

AA Automotive Personnel Services, Inc., (hereinafter “Employer”) is a California corporation that operates a automobile maintenance service centers in California. Employee began his employment with Employer in or around August 2019 through March 2024.

Employee alleges Employer violated various sections of the Labor Code, including sections 201, 202, 203, 204, 226, 226.7, 227.3, 510, 1174, and 1194, by failing to pay Employee and all other aggrieved employees all wages owed, including minimum wage and overtime, failing to provide accurate wage statements and maintain accurate payroll records, and failing to provide all wages earned at end of employment. Employee and similarly aggrieved employees consist of identifiable, current, and/or former similarly situated persons who worked for Employer in non-exempt positions in California during the liability period of one year prior to the filing of a complaint alleging a PAGA cause of action.

A. Employer failed to pay Employee and other aggrieved employees for all hours worked, in accordance with California law, including both minimum wage and overtime

Employer failed to pay Employee and other aggrieved employees at the legally mandated wage rates for all hours worked in violation of California law. *Huntington Memorial Hospital v. Superior Court of Los Angeles*, 131 Cal. App. 4th 893 (2005). The incorrect overtime rate resulted in lost wages to Employee and other aggrieved employees. Employer’s failure to pay applicable overtime rates to Employee and other aggrieved employees as detailed above is actionable under PAGA as a violation of Labor Code sections 227.3, 510 and 1194. Additionally, Employer had a policy of requiring Employee and other aggrieved employees to work off-the-clock (“OTC”), which included working from home without compensation, and performing work duties after his shift, OTC. Similarly, Employer interrupted Employee and other aggrieved employees’ meal periods, and required them to perform work during their meal periods, without compensation. Employee contends that these policies and practices resulted in Employer’s failure to pay minimum wage and/or overtime wages to its employees for all work performed, in violation of California Labor Code sections 510, 1194, and 1197 and actionable under PAGA.

Lastly, Employee and other aggrieved employees were regularly not compensated for all hours worked, including overtime wages, which is in violation of Labor Code sections 510, 1194, 1182.12, 1197 and is actionable under Labor Code section 2699.5. Specifically, Employer had a policy and practice wherein Employer failed to include all remuneration paid to all hourly non-exempt employees when calculating Employee’s and other aggrieved employees’ regular rate for purposes of overtime rate of pay. Employee contends that Employer paid non-exempt hourly employees a non-discretionary bonus and or incentive payments and failed to include the non-discretionary bonus and or incentive payments when calculating Employee’s and other aggrieved employees’ regular rate of pay for purposes of overtime rate of pay in violation of Labor Code sections 510 and is actionable under Labor Code section 2699.5.

B. Employer failed to provide Employee and other aggrieved employees with meal and rest periods, or premium compensation in lieu thereof, in accordance with California law.

Employee alleges that he and other aggrieved employees were often precluded from taking timely and uninterrupted meal and rest breaks in accordance with California law due to the nature of their work. Employee alleges that he and other aggrieved employees routinely did not receive at least one (1) duty-free, uninterrupted meal period within the first five (5) hours worked, and a second (2nd) meal period before the start of the eleventh (11th) hour of work. (*Brinker Rest. Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1041-42.). Employee and other aggrieved employees, received late meal periods, were forced to skip their meal periods, and/or their meal periods were interrupted, approximately three times per workweek.

Due to inadequate staffing and/or failure to schedule meal periods in an overlapping manner as to allow for meal and rest periods in compliance with California law, Employee and other aggrieved employees' meal and rest periods were regularly untimely, interrupted, or they were required to remain on Employer's premises and not free to leave Employer's premises during their meal and rest periods. Employer did not regularly schedule rest breaks for Employee and other aggrieved employees, due to the workload and staffing issues. As a result, Employee and other aggrieved employees were forced to skip and work through their rest breaks.

When employees were prevented from taking timely and complete meal and rest periods, they did not receive premium pay as compensation for the missed meal and periods. Employee alleges he and other aggrieved employees were not compensated with premium pay for every meal period and rest period that was not timely provided or interrupted. Employer's conduct is actionable under PAGA as violations of Labor Code sections 226.7 and 512.

C. Employer failed to provide Employee and other aggrieved employees compliant wage statements

As a result of Employer's failure to pay all wages owed, as described herein, Employer further failed to keep accurate payroll records and failed to provide Employee and other aggrieved employees with complete and accurate itemized wage statements showing the actual hours worked, premium wages earned per pay period, the accurate net and gross wage earned per pay period, and the accurate rate of pay for each hour worked. This conduct is in violation of Labor Code sections 226 and 1174 and is actionable under PAGA.

D. Employer Failed to Pay All Wages at Time of Separation

As a result of Employer's failure to pay all wages owed as described herein, Employer violated Labor Code sections 201, 202, 203, 204, 206, and 210 due to their uniform policy, practice, and procedure of failing to timely pay all of the above-mentioned wages earned during and after Employee's and the aggrieved employees' employment with Employer.

E. Reservation of Rights

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

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

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

Sincerely



John A. Young, Esq.

MAHONEY LAW GROUP, APC