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Attorneys for Plaintiff DEREK ESCOBAR,
on behalf of the general public as private attorney general

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

DEREK ESCOBAR, on behalf of the general
public as private attorney general,

Plaintiff,

v.

AMERICAN RECYCLING
INTERNATIONAL, INC., a California
Corporation; LKQ BEST AUTOMOTIVE
CORP., a Delaware Corporation and DOES 1-
50, inclusive,

Defendants.

Electronically FILED by
Superior Court of California,
County of Los Angeles
1/24/2025 1:53 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By A. Villchis-David, Deputy Clerk

Case No. **25STCV02055**
ASSIGNED FOR ALL PURPOSES TO:
JUDGE:
DEPT:

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

COMES NOW Plaintiff DEREK ESCOBAR (“Plaintiff”), on behalf the general public and all non-exempt aggrieved employees, acting on behalf of the California Attorney General as private attorney general, asserts claims against AMERICAN RECYCLING INTERNATIONAL, INC., a California Corporation; LKQ BEST AUTOMOTIVE CORP., a Delaware Corporation and DOES 1-50, inclusive, (“Defendants”) as follows:

I. INTRODUCTION

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

2. In this case, Defendants violated various provisions of the California Labor Code. As set forth below, Defendants implemented policies and practices which led to unpaid wages resulting from Defendants’: (a) failure to pay overtime wages, (b) failure to provide meal periods, (c) failure to provide rest periods, (d) failure to pay all wages earned and owed upon separation from Defendants’ employ, (e) failure to pay all wages earned and owed during employment, (f) failure to provide accurate itemized wage statements, (g) failure to reimburse necessary business expenses, and (h) failure to pay vesting vacation pay. As a result Plaintiff seeks penalties under Labor Code 2698, *et. seq.* on behalf of the general public as private attorney general and all other aggrieved employees.

II. JURISDICTION AND VENUE

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

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

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

3 5. Venue as to each Defendants is proper in this judicial district pursuant to Code of
4 Civil Procedure section 395. Defendants is doing business throughout California, including but
5 not limited to Los Angeles County, and each Defendants is within the jurisdiction of this Court for
6 service of process purposes. The unlawful acts alleged herein have a direct effect on Plaintiff and
7 all other aggrieved employees within the State of California. Defendants employs numerous
8 aggrieved 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 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"), Defendants consistently maintained and enforced against
20 Defendants' aggrieved Employees, among others, the following unlawful practices and policies,
21 in violation of California state wage and hour laws: (a) failure to pay overtime wages, (b) failure
22 to provide meal periods, (c) failure to provide rest periods, (d) failure to pay all wages earned and
23 owed upon separation from Defendants' employ, (e) failure to pay all wages earned and owed
24 during employment, (f) failure to provide accurate itemized wage statements, (g) failure to
25 reimburse necessary business expenses, and (h) failure to pay vesting vacation pay.

26 9. On information and belief, during the statutory liability period and continuing to
27 the present, Defendants have had a consistent policy of failing to pay wages including overtime
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1 wages for hours worked while subject to the control of Defendants.

2 10. On information and belief, during the statutory liability period and continuing to
3 the present, Defendants have failed to provide meal periods to Plaintiff and aggrieved employees.
4 Defendants have also failed to provide meal premiums for missed meal periods.

5 11. On information and belief, during the statutory liability period and continuing to
6 the present, Defendants have failed to provide rest periods to Plaintiff and aggrieved employees.
7 Defendants have also failed to provide rest premiums for missed rest periods.

8 12. On information and belief, during the statutory liability period and continuing to
9 the present, Defendants have had a consistent policy of failing to timely pay wages upon
10 separation.

11 13. On information and belief, during the statutory liability period and continuing to
12 the present, Defendants have had a consistent policy of failing to timely pay wages during
13 employment.

14 14. On information and belief, during the statutory liability period and continuing to
15 the present, Defendants have failed to provide Plaintiff and aggrieved employees accurate itemized
16 wage statements.

17 15. On information and belief, during the statutory liability period and continuing to
18 the present, Defendants have failed to reimburse necessary business expenses to Plaintiff and
19 aggrieved employees.
20

21 16. On information and belief, during the statutory liability period and continuing to
22 the present, Defendants have failed to accurately pay vesting vacation pay to Plaintiff and
23 aggrieved employees.

24 17. Plaintiff on behalf of the general public as private attorney general and all other
25 aggrieved employees bring this action pursuant to Labor Code 2698, et. seq. for violations
26 enumerated under 2699.5 as follows: sections 201-204, 226, 510, 512, 558, 226, 226.3, 226.7,
27 227.3, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802 and seeking penalties, interest,
28 attorneys' fees and costs.

III. PARTIES

A. Plaintiff

18. Plaintiff, DEREK ESCOBAR, was at all times relevant to this action, a resident of California. Plaintiff was employed by Defendants in approximately September 2023 as a Non-Exempt Employee with the title of Yard Worker and worked during the liability period for Defendants until approximately June of 2024 in Santa Fe Springs, CA.

19. As Defendants' employee, Plaintiff, and all other aggrieved employees were regularly required to and subsequently suffered:

- a) to perform work subject to the control of the employer without being compensated all wages including overtime, all in violation of California labor laws, regulations, and the Industrial Welfare Commission Wage Order ("IWC");
- b) not provided meal periods nor paid premium wages;
- c) not provided rest periods nor paid premium wages;
- d) not paid timely upon separation from Defendants' employ;
- e) not paid timely upon during employment;
- f) not provided accurate itemized wage statements;
- g) not paid vesting vacation pay; and
- h) not reimbursed for necessary business expenses.

20. On information and belief, Defendants willfully failed to pay all earned wages in the form regular wages and overtime wages, to its Non-Exempt Employees and members of the Representative Group; nor have Defendants returned to Plaintiff or members of the Representative Group, 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

21. Defendant, AMERICAN RECYCLING INTERNATIONAL, INC., is a California Corporation that operates as a used recycling business. Defendant operates on an international

1 basis. Plaintiff estimates there are in excess of one hundred (100) Employees who work or have
2 worked for Defendant over the last year.

3 22. Defendant, LKQ BEST AUTOMOTIVE CORP., is a Delaware Corporation that
4 operates as a used auto parts business. Defendant operates on an international basis. Plaintiff
5 estimates there are in excess of one hundred (100) Employees who work or have worked for
6 Defendant over the last year.

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

13 24. Plaintiff is informed and believes and thereon alleges that each Defendants, directly
14 or indirectly, or through agents or other persons, employed Plaintiff and other members of the
15 Representative Group, and exercised control over their wages, hours, and working conditions.
16 Plaintiff is informed and believes and thereon alleges that each Defendants acted in all respects
17 pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business
18 plan or policy in all respects pertinent hereto, and the acts of each Defendants are legally
19 attributable to the other Defendants.
20

21 **IV. GENERAL ALLEGATIONS**

22 25. At all times set forth herein, Defendants employed Plaintiff and other persons in
23 the capacity of non-exempt positions, however titled, throughout the state of California.

24 26. Plaintiff is informed and believes Aggrieved Employees have at all times pertinent
25 hereto been Non-Exempt within the meaning of the California Labor Code and the implementing
26 rules and regulations of the IWC California Wage Orders.

27 27. Defendants continues to employ Non-Exempt Employees, however titled, in
28 California and implement a uniform set of policies and practices to all non-exempt employees, as

1 they were all engaged in the generic job duties related to Defendants' recycling and auto parts
2 businesses.

3 28. Plaintiff is informed and believes, and thereon alleges, that Defendants is and were
4 advised by skilled lawyers and other professionals, employees, and advisors with knowledge of
5 the requirements of California's wage and employment laws.

6 29. On information and belief, during the relevant time frame, Plaintiff and Aggrieved
7 Employees frequently worked well over eight (8) hours in a day and forty (40) hours in a work
8 week.

9 30. During the relevant time frame, Defendants compensated Plaintiff and Aggrieved
10 Employees based upon an hourly rate.

11 31. On information and belief, during the relevant time frame, Plaintiff and Aggrieved
12 Employees typically worked five (5) days a week.

13 32. Plaintiff is informed and believes that the Aggrieved Employees were required to
14 keep similar schedules.

15 33. In addition, the Aggrieved Employees frequently worked in excess of eight (8)
16 hours a day and/or over forty (40) hours in a workweek but were not properly paid minimum and
17 overtime wages.

18 34. Defendants also failed to properly calculate Plaintiff and Aggrieved Employees'
19 regular rate of pay including but not limited to by failing to include all forms of
20 compensation/remuneration in the regular rate including but not limited to bonuses, incentives,
21 commissions, shift differentials, and other compensation for overtime calculation purposes.

22 35. Defendants failed to pay overtime wages owed to Plaintiff and Aggrieved
23 Employees for off-the-clock time spent waiting in line to clock in and out of work.

24 36. Defendants failed to pay overtime wages owed to Plaintiff and Aggrieved
25 Employees for off-the-clock time spent going through bag checks upon clocking in and out of
26 work.

27 37. During the relevant time, as a consequence of Defendants' staffing and scheduling
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1 practices, work demands, and Defendants' policies and practices, Defendants frequently failed to
2 provide Plaintiff and Aggrieved Employees timely, legally complaint uninterrupted 30-minute
3 meal periods on shifts over five hours as required by law.

4 38. Similarly, as a consequence of Defendants' staffing and scheduling practices, work
5 demands, and Defendants' policies and practices, Defendants frequently failed to provide Plaintiff
6 and Aggrieved Employees legally compliant second meal periods on shifts over ten hours as
7 required by law. Plaintiff and Aggrieved Employees worked more than ten hours a day on a
8 consistent and regular basis during the relevant time period without any second meal periods.

9 39. On information and belief, Plaintiff and Aggrieved Employees did not waive their
10 rights to meal periods under the law.

11 40. Plaintiff and Aggrieved Employees were not provided with valid lawful on-duty
12 meal periods.

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

17 42. Plaintiff is informed and believes, and thereon alleges, that Defendants know,
18 should know, knew, and/or should have known that Plaintiff and Aggrieved Employees were
19 entitled to receive premium wages based on their regular rate of pay under California Labor Code
20 § 226.7 but were not receiving such compensation.

21 43. In addition, during the relevant time frame, Plaintiff and the Non-Exempt
22 Employees were systematically not authorized and permitted to take one net ten-minute paid, rest
23 period for every four hours worked or major fraction thereof, which is a violation of the California
24 Labor Code and IWC wage order.

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

3 45. Despite the above-mentioned rest period violations, Defendants did not compensate
4 Plaintiff, and on information and belief, did not pay Aggrieved Employees one additional hour of
5 pay at their regular rate as required by California law, including California Labor Code § 226.7
6 and the applicable IWC wage order, for each day on which lawful rest periods were not authorized
7 and permitted.

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

16 47. Defendants failed to reimburse Plaintiff and Aggrieved Employees for business
17 expenses incurred pursuant to California Labor Code § 2802.

18 48. Plaintiff and Aggrieved Employees were not reimbursed for personal cell phone
19 use that was required for work related purposes on a daily basis.

20 49. Plaintiff and Aggrieved Employees were not reimbursed for tools and equipment
21 essential for carrying out job duties for Defendants.

22 50. Plaintiff and Aggrieved Employees were not paid vested vacation pay pursuant to
23 Labor Code section 227.3.

24 51. Upon information and belief, Defendants knew and or should have known that it is
25 improper to implement policies and commit unlawful acts such as:

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

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

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

8 (d) failing to pay timely wages upon separation from Defendants' employ;

9 (e) failing to pay timely wages during employment;

10 (f) failing to maintain accurately itemized wage statements;

11 (g) failing to reimburse necessary business expenses; and

12 (h) failing to pay vested vacation pay.

13 52. In addition to the violations above, and on information and belief, Defendants knew
14 they had a duty to compensate Plaintiff and Aggrieved Employees for the allegations asserted
15 herein, and that Defendants had the financial ability to pay such compensation, but willfully,
16 knowingly, recklessly, and/or intentionally failed to do so.

17 53. Plaintiff and Aggrieved Employees they seek to represent are covered by, and
18 Defendants is required to comply with, applicable California Labor Codes, Industrial Welfare
19 Commission Occupational Wage Orders (hereinafter "IWC Wage Orders") and corresponding
20 applicable provisions of California Code of Regulations, Title 8, § 11000 *et seq.*

21 **V. REPRESENTATIVE CLAIMS**

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

23 54. Plaintiff incorporates by reference and re-alleges each and every allegation
24 contained above, as though fully set forth herein.

25 55. PAGA is a mechanism by which the State of California can enforce state labor laws
26 through the employee suing under the PAGA who do so as the proxy or agent of the state's labor
27 law enforcement agencies. An action to recover civil penalties under PAGA is fundamentally a
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1 law enforcement action designed to protect the public and not to benefit private parties. The
2 purpose of the PAGA is not to recover damages or restitution, but to create a means of
3 “deputizing” citizens as private attorneys general to enforce the Labor Code. In enacting PAGA,
4 the California Legislature specified that “it was...in the public interest to allow aggrieved
5 employees, acting as private attorneys general to recover civil penalties for Labor Code
6 violations...” Stats. 2003, Ch. 906, section 1.

7 56. Plaintiff brings this Representative Action on behalf of the State of California with
8 respect to himself and all other individuals who are or previously were employed by Defendants
9 as non-exempt California employees during the applicable statutory period (the “aggrieved
10 employees”).

11 57. On November 19, 2024 Plaintiff complied with notice requirements pursuant to
12 Labor Code section 2699.3. A copy of the letter sent to the LWDA is attached hereto as **Exhibit**
13 **A**, indicating that the LWDA and Defendants were put on notice of the claims alleged here and
14 that the notice requirement has been satisfied. Sixty five days have passed and the LWDA has not
15 indicated intent to investigate the claims. Therefore, Plaintiff may proceed with this action in a
16 representative capacity. The substance and violations set forth in this Complaint of which the
17 LWDA was provided timely notice, Plaintiff has also sent a copy of this PAGA Representative
18 Action Complaint to the LWDA.

19 58. Plaintiff is an aggrieved employee as defined in Labor Code Section 2699(a).
20 Plaintiff brings this cause of action on behalf of all current and former California non-exempt
21 Employees of Defendants.

22 59. Pursuant to Labor Code section 2699(a) Plaintiff seek to recover civil penalties for
23 which Defendants are liable due to numerous Labor Code violations as set forth in this Complaint,
24 including without limitation Labor Code section 201-204, 226, 226.3, 227.3, 510, 512, 558, 1174,
25 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802, and, 2698 *et seq.*, applicable IWC Wage Orders
26 and California Code of Regulations, Title 8, section 11000 *et. seq.*

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

8 61. Defendants have also failed to accurately record the meal and rest period premiums
9 owed and all wages owed per pay period.

10 62. Defendants also willfully violated Labor Code sections 201-203 by failing to
11 provide all owed wages at separation from employment. Labor Code sections 201 and 202 require
12 Defendants to pay their employees all wages due either at time of firing, or within seventy-two
13 (72) hours of voluntary separation, if not sooner. Section 203 of the Labor Code provides that if
14 an employer willfully fails to timely pay such wages the employer must, as a penalty, continue to
15 pay the subject employee's wages until the back wages are paid in full or an action is commenced.
16 The penalty cannot exceed 30 days of wages.

17 63. Plaintiff and all other aggrieved employees who were separated from employment
18 are entitled to compensation for all forms of wages earned, including but not limited to
19 compensation minimum and overtime wages, but to date have not received such compensation,
20 therefore entitling them to penalties under PAGA for violations of Labor Code sections 201-203.

21 64. On information and belief, Defendants willfully failed to pay all wages due and
22 owing upon separation from employment. These wages include minimum and overtime wages.

23 65. On information and belief, Defendants failed to provide accurate itemized wage
24 statements which failed to include all hours worked, including overtime, due and owing to Plaintiff
25 and the aggrieved employees pursuant to Labor Code section 226(a). Defendants further failed to
26 include or itemize the gift card payments made to Plaintiffs and Aggrieved Employees.

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

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

10 68. On information and belief, Defendants failed to timely pay all wages owed to
11 Plaintiff and Aggrieved Employees during employment, in violation of Labor Code section 204.
12 California Labor Code section 204 provides that: all wages earned by any person in any
13 employment between the 1st and 15th days, inclusive, of any calendar month, other than those
14 wages due upon termination of an employee, are due and payable between the 16th and the 26th
15 day of the month during which the labor was performed; that all wages earned by any person in
16 any employment between the 16th and the last day, inclusive, of any calendar month, other than
17 those wages due upon termination of an employee, are due and payable between the 1st and the
18 10th day of the following month; and that all wages earned for labor in excess of the normal
19 work period shall be paid no later than the payday for the next regular payroll period. During
20 the relevant time period, Defendants intentionally and willfully failed to pay Plaintiff and the
21 other aggrieved employees all wages due to them, within any time period permissible under
22 California Labor Code section 204.

23 69. Labor Code § 227.3 provides that "...whenever a contract of employment or
24 employer policy provides for paid vacations, and an employee is terminated without having taken
25 off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in
26 accordance with such contract of employment or employer policy respecting eligibility or time
27 served; provided, however, that an employment contract or employer policy shall not provide for
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1 forfeiture of vested vacation time upon termination.” Defendants have a policy that provided for
2 paid vacation. Defendants have failed to pay vested vacation time due to Plaintiff and aggrieved
3 employees at separation from employment in accordance with California law.

4 70. On information and belief, Defendants failed to reimburse Plaintiff and aggrieved
5 Employees for business expenses incurred as described above. Labor Code § 2802 requires
6 Defendants to indemnify Plaintiff and aggrieved Employees for necessary expenditures incurred
7 in direct consequences of the discharge of his or her duties. Despite these realities of the job,
8 Defendants failed to provide reimbursements.

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

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

16 73. Plaintiff and the Representative aggrieved Employees are entitled to recover
17 Penalties and attorneys’ fees and costs under Labor Code section 2698, et. seq.
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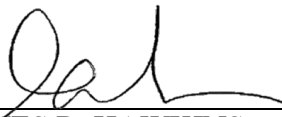
19 **PRAYER FOR RELIEF**

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

- 21 1. For penalties according to proof, pursuant to Labor Code §§ 2698 et seq.;
- 22 2. For reasonable attorneys’ fees and costs; and
- 23 3. For such other and further relief as the Court deems proper.
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1 Dated: January 24, 2025

JAMES HAWKINS APLC

2
3 By: 

4 JAMES R. HAWKINS
5 GREGORY MAURO
6 MICHAEL CALVO
7 LAUREN FALK
8 AVA ISSARY

9 Attorneys for Plaintiff DEREK ESCOBAR
10 on behalf of the general public as private
11 attorney general
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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

November 19, 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

AMERICAN RECYCLING INTERNATIONAL, INC. is a California Corporation Agent for Service of Process:

1505 Corporation

CORPORATE CREATIONS NETWORK INC.

7801 Folsom Boulevard, #202

Sacramento, CA 95826

Receipt No.: 9589 0710 5270 2388 9485 13

LKQ BEST AUTOMOTIVE CORP., a Delaware Corporation for Service of Process:

1505 Corporation

CORPORATE CREATIONS NETWORK INC.

7801 Folsom Boulevard, #202

Sacramento, CA 95826

Receipt No.: 9589 0710 5270 2388 9485 20

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

To Whom It May Concern:

PLEASE TAKE NOTICE that plaintiff DEREK ESCOBAR 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, and AMERICAN RECYCLING INTERNATIONAL, INC. and LKQ BEST AUTOMOTIVE CORP., through their Agents for Service of Process.

Plaintiff hereby attaches a copy of the Proposed PAGA Representative Action Complaint to be filed in the Los Angeles 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 'Gregory Mauro', with a stylized, cursive script.

Gregory Mauro

Enclosure: Proposed PAGA Representative Action Complaint