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

VICTORIA RODRIGUEZ, as a proxy for the
State of California,

Plaintiff,

vs.

PENSKE TRUCK LEASING CO, L.P., a
Delaware Limited Partnership; and DOES 1
through 50, inclusive,

Defendants.

Case No. **25CV003660**

**REPRESENTATIVE ACTION
COMPLAINT FOR VIOLATION OF
LABOR CODE § 2698, ET SEQ., THE
PRIVATE ATTORNEYS GENERAL
ACT**

DEMAND OVER \$25,000

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1 Plaintiff Victoria Rodriguez (“Plaintiff”) hereby submits this Representative Action Complaint
2 against Defendant Penske Truck Leasing Co, L.P., a Delaware Limited Partnership (“Defendant”), and
3 Does 1 through 50 (hereinafter collectively referred to as “Defendants”), on behalf of the State of
4 California and all other aggrieved employees of Defendant for penalties pursuant to the Private
5 Attorneys General Act, Labor Code section 2698, *et seq.* (“PAGA”), for Defendant’s violations of the
6 California Labor Code, as follows:

7 **JURISDICTION AND VENUE**

8 1. This representative action is within the Court’s jurisdiction under California Labor
9 Code sections 201, 202, 203, 204, 226, 233, 226.7, 246, 512 and 2698 *et. seq.*, and the applicable
10 Industrial Welfare Commission (“IWC”) Wage Orders.

11 2. This Complaint challenges systemic illegal employment practices resulting in
12 violations of the California Labor Code and the applicable IWC Wage Orders against employees of
13 Defendants.

14 3. Plaintiff is informed and believes and based thereon alleges that Defendants jointly and
15 severally have violated the rights of all employees by: (1) failing to pay all sick pay wages based on
16 the correct regular rate of pay in violation of Labor Code sections 201, 202, 203, 204, 233, and 246;
17 (2) failing to pay meal and rest break premium wages at the regular rate of pay in violation of Labor
18 Code sections 226.7 and 512; and (3) failing to provide accurate itemized wage statements in violation
19 of Labor Code section 226.

20 4. Venue is proper in Sacramento County because Plaintiff and other employees worked
21 for Defendant in this County.

22 **PARTIES**

23 5. Plaintiff began employment with Defendant in or around August 2021 as a Diesel
24 Technician in Sacramento, California. Plaintiff was terminated on or about November 22, 2024. For
25 the duration of Plaintiff’s employment with Defendant, Plaintiff was an hourly, non-exempt employee.
26 Plaintiff was and is a victim of the policies, practices, and customs of Defendant complained of in this
27 action in ways that have deprived Plaintiff of the rights guaranteed by California Labor Code sections
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201, 202, 203, 204, 226, 226.7, 233, 246, 512 and 2698 *et. seq.*

6. Plaintiff is informed and believes and based thereon alleges that Defendant was and is a Limited Partnership doing business in the State of California, including in this County.

7. Plaintiff is informed and believes and based thereon alleges that at all times herein mentioned Defendant and DOES 1 through 50 are and were business entities, individuals, and partnerships, licensed to do business and actually doing business in the State of California.

8. As such, and based upon all the facts and circumstances incident to Defendants' business in California, Defendants are subject to California Labor Code sections 201, 202, 203, 204, 226, 226.7, 233, 246, 512 and 2698 *et. seq.*, and the applicable IWC Wage Orders.

9. Plaintiff does not know the true names or capacities, whether individual, partner or corporate, of the Defendants sued herein as DOES 1 through 50, inclusive, and for that reason, said Defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this complaint when the true names and capacities are known. Plaintiff is informed and believes and based thereon alleges that each of said fictitious Defendants was responsible in some way for the matters alleged herein and proximately caused Plaintiff and aggrieved employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

10. At all times herein mentioned, each of said Defendants participated in the doing of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the Defendants, and each of them, were the agents, servants and employees of each of the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting within the course and scope of said agency and employment.

11. Plaintiff is informed and believes and based thereon alleges that at all times material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or joint venturer of, or working in concert with each of the other co-Defendants and was acting within the course and scope of such agency, employment, joint venture, or concerted activity. To the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of the remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting Defendants.

12. At all times herein mentioned, Defendants, and each of them, were members of, and engaged in, a joint venture, partnership and common enterprise, and acting within the course and scope of, and in pursuance of, said joint venture, partnership and common enterprise.

13. At all times herein mentioned, the acts and omissions of various Defendants, and each of them, concurred and contributed to the various acts and omissions of each and all of the other Defendants in proximately causing the violations as herein alleged. At all times herein mentioned, Defendants, and each of them, ratified each and every act or omission complained of herein. At all times herein mentioned, the Defendants, and each of them, aided and abetted the acts and omissions of each and all of the other Defendants in proximately causing the violations as herein alleged.

FIRST CAUSE OF ACTION

VIOLATION OF LABOR CODE § 2698, *ET SEQ.*

(BY PLAINTIFF AND AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS)

14. Plaintiff re-alleges and incorporates by reference the above preceding paragraphs as though fully set for herein.

15. Plaintiff brings this cause of action as a proxy for the State of California, and in this capacity, seeks penalties on behalf of all Aggrieved Employees in the State of California from December 12, 2023, through the present, for Defendant's violations of Labor Code sections 201, 202, 203, 204, 226, 233, 226.7, 246 and 512 arising from Defendant's policy and practice of: (1) failing to pay all sick pay wages based on the correct regular rate of pay in violation of Labor Code sections 201, 202, 203, 204, 233, and 246; (2) failing to pay meal and rest break premium wages at the regular rate of pay in violation of Labor Code sections 226.7 and 512; and (3) failing to provide accurate itemized wage statements in violation of Labor Code section 226.

16. Defendant violated Labor Code sections 233 and 246 by failing to pay sick pay at the regular rate of pay. Plaintiff and Aggrieved Employees routinely earned non-discretionary remuneration wages, including without limitation, incentives, shift premium and/or shift differential pay. As these items are non-discretionary forms of remuneration, they should have been included in the regular rate of pay for purposes of paying Plaintiff and Aggrieved Employees sick pay wages. However, when sick pay was paid, it was paid at their base rate of pay rather than the regular rate of

1 pay, as required under Labor Code section 246.

2 17. Relatedly, Defendant failed in its affirmative obligation to pay meal and rest break
3 premium wages at the regular rate of pay. Specifically, Plaintiff and Aggrieved Employees earned
4 non-discretionary remuneration, including, but not limited to incentives, shift premium and/or shift
5 differential pay. As these items are non-discretionary forms of remuneration, they should have been
6 included in the regular rate of pay for purposes of paying Plaintiff and Aggrieved Employees their
7 meal and rest period premium pay. However, whenever Defendant paid meal and rest period premium
8 pay during periods in which employees earned this non-discretionary remuneration, the meal and rest
9 period premium was always paid at the base rate of pay. Thus, the meal and rest break premium
10 wages were not paid at the regular rate of pay.

11 18. Due to the non-payment and/or underpayment of wages, including sick pay and
12 meal/rest break premiums, Plaintiff and Aggrieved Employees were not paid all wages upon
13 separation of employment, in violation of Labor Code sections 201, 202 and 203.

14 19. Additionally, Defendant failed to provide accurate itemized wage statements to
15 Plaintiff and Aggrieved Employees. As a result of Defendant's failure to pay proper meal/rest break
16 premiums and sick pay wages, the wage statements issued to Plaintiff and Aggrieved Employees
17 failed to identify the correct gross wages earned, net wages earned, and correct hourly rates of pay, in
18 violation of Labor Code § 226(a)(1), (5), and (9).

19 20. Further, Labor Code section 226(a)(9) requires that employers provide accurate
20 itemized statements showing all applicable rates of pay and corresponding hours of work. The wage
21 statements provided to Plaintiff and Aggrieved Employees failed to identify the rate and
22 corresponding hours worked whenever they were paid shift premium and/or shift differential pay.

23 21. On or about December 12, 2024, Plaintiff sent written notice to the California Labor &
24 Workforce Development Agency ("LWDA") of Defendant's violations of Labor Code sections 201,
25 202, 203, 204, 226, 233, 226.7, 246 and 512, pursuant to the PAGA. In addition to the LWDA,
26 Plaintiff also sent a notice to Defendant via certified mail pursuant to Labor Code section 2699.3.

27 22. As of the date of the filing of this Complaint, the LWDA has not responded to
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1 Plaintiff's written notice nor indicated that it intends to investigate the Labor Code violations provided
2 for in the written notice.

3 23. As such, pursuant to Labor Code section 2699(a), Plaintiff seeks recovery of any and
4 all applicable civil penalties for Defendant's violations of Labor Code sections 201, 202, 203, 204,
5 226, 233, 226.7, 246 and 512, for the time period described above, on behalf of themselves and other
6 Aggrieved Employees.

7 **PRAYER FOR RELIEF**

8 WHEREFORE, Plaintiff prays for judgment on behalf of the State of California and on all
9 others on whose behalf this suit is brought against Defendants, jointly and severally, as follows:

10 1. Upon the First Cause of Action, for penalties pursuant to California Labor Code 201,
11 202, 203, 204, 226, 233, 226.7, 246, 512 and 2698, *et seq.*, and for costs and attorneys' fees; and

12 2. On all causes of action for attorneys' fees and costs as provided by Labor Code section
13 2699 *et seq.*, and California Code of Civil Procedure section 1021.5; and

14 3. For such other and further relief as the Court may deem just and proper.

15 DATED: February 14, 2025

16 DIVERSITY LAW GROUP, P.C.

17 By: _____
18 Larry W. Lee
19 Kristen M. Agnew
20 Attorneys for Plaintiff and the Aggrieved
21 Employees
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