

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

**2255 CALLE CLARA
LA JOLLA, CALIFORNIA 92037**

Web Site: www.bamlawca.com

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

**WRITERS E-MAIL:
Nick@bamlawca.com**

**WRITERS EXT:
1004**

**April 16, 2025
CA3659**

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

**Labor and Workforce Development Agency
Online Filing**

**O'Reilly Auto Enterprises, LLC
Certified Mail #9589071052700057740604
CSC - Lawyers Incorporating Service
Amanda Garcia
330 N. Brand Blvd., Suite 700
Glendale, CA 91203**

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204, 210, 226(a), 226.7, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and Violation of Applicable Industrial Welfare Commission Wage Order(s) brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by O'Reilly Auto Enterprises, LLC and/or O'Reilly Automotive Stores, Inc. in California, including any employees staffed with O'Reilly Auto Enterprises, LLC and/or O'Reilly Automotive Stores, Inc. by a third party, and classified as non-exempt employees during the time period of April 16, 2025 until a date as determined by the Court. Our offices represent Plaintiff Mitzi Vazquez (“Plaintiff”) and other Aggrieved Employees in a lawsuit against O'Reilly Auto Enterprises, LLC and/or O'Reilly Automotive Stores, Inc. (“Defendant”). Plaintiff was employed by Defendant in California from February 2022 to February 2025. Plaintiff was at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages and sick pay wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock.

Specifically, Plaintiff was employed by Defendant as a DC Human Resources Specialist whose main job function was to support Defendant's distribution center management and team members. Defendant chronically understaffed Plaintiff's work location at 24520 San Michele, in Moreno Valley, California 92551, and as a result there

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were meal and rest break violations as Plaintiff was required to perform work related tasks that included, but were not limited to, dealing with customers and other employees of Defendant and their immediate employment issues, processing new hire paperwork, providing immediate support to team members as needed for issue that occurred in their work shifts, during what should have been her off duty meal and rest breaks in violations of Cal. Lab. Code Sections 226.7 and 512. In addition, Plaintiff's direct superior, Doreen Corrales, often asked Plaintiff to clock out for her meal break though she then required Plaintiff to keep working on Defendant's behalf. This meant she was not allowed to enjoy her legally prescribed meal breaks and with no other employees to properly relieve her for such breaks, there were numerous violations. Attached hereto as **Exhibit #1** is a true and correct copy of Plaintiff's end of the year pay stub for 2024 (during the PAGA period) that shows Defendant failed to pay Plaintiff for all the meal and rest break violations stated herein. Plaintiff was only paid for two meal breaks penalties during the PAGA period and there were no rest break penalties paid at all by Defendant despite the weekly violations endured by plaintiff.

Additionally, Plaintiff was required to answer questions on her personal cell phone from her direct manager, Doreen Corrales, during the PAGA Period while off the clock. Though Ms. Corrales was Plaintiff's superior, Ms. Corrales was unfamiliar with the inner-workings of her role and relied heavily on Plaintiff's extensive knowledge, both on the clock and off-the-clock, meaning during what should have been Plaintiff's off-duty meal and rest breaks. Further, Ms. Corrales contacted Plaintiff off-the-clock and after work hours for continued assistance about her role as Ms. Corrales didn't want to be embarrassed by other cohorts about her naivety and lack of experience. As such, Plaintiff was bombarded by a series of text messages, phone calls and emails, ones that required Plaintiff's immediate attention despite being off-the-clock and not being paid by Defendant which resulted in unpaid minimum and overtime wages in violation of California Labor Code Sections 510, 1194, 1197, 1197.1 & 1198. Ms. Corrales also called upon other employees to do work off the clock as described above. As Defendant failed to reimburse Plaintiff for the costs associated with the personal cell phone use described above, Defendant also violated Labor Code Section 2802. Further, Defendant failed to pay Plaintiff the sick pay and correct overtime pay as a result of Defendant failing to include all non-discretionary incentive pay, including, but not limited to, the "Stock Purchase Plan" payments, in Plaintiff's regular rate of pay in violation of California Labor Code Sections 510 and 246. Attached hereto as **Exhibit #2** is a true and correct copy of Plaintiff's pay stub showing overtime worked in the same period the incentive pay was paid.

Additionally, pursuant to California Labor Codes § 204 & 210, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages, including minimum and overtime wages the meal and rest break penalties described above. Plaintiff further contends that Defendant failed to provide accurate wage statements to her that stated

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the correct wages for all time worked and meal and rest break violations, and other Aggrieved Employees, in violation of California Labor Code section 226(a).

In violation of Cal. Lab. Code Sections 201, 202, 203 Defendant failed to pay all wages and premiums owed to Plaintiff and Aggrieved Employees during their employment (as described above) and also failed to timely pay those amounts due and earned to departing employees upon separation of employment (such as Plaintiff when she left employment with Defendant in February of 2025). Defendant also failed to pay the waiting time penalties owed to Plaintiff and other Aggrieved Employees that stemmed from the non-payment of wages and premiums owed based on the allegations above.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statue of 2004 on behalf of Plaintiff and all Aggrieved Employees. If you have any questions of concerns, please do not hesitate to contact me at the above number and address.

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.

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330 N. Brand Blvd., Suite 700
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Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.

EXHIBIT #1

CC: 000000-000000
HTM



O'Reilly Auto Enterprises, LLC
233 South Patterson Ave.
Springfield, MO 65802

Earnings Statement

Employee ID 617399
Page 001 of 001
Period Beg/End: 05/12/2024 - 05/25/2024
Advice Date: 05/30/2024
Advice Number: 0011848608
Batch Number: SCG5LCG96GMO

Mitzi Vazquez

For inquiries on this statement please call: 417-862-2674
Total Hours Worked: 8.25
Basis of Pay: Hourly
Pay Rate: 24.20

Earnings	Rate	Hours/ Units	This Period	Year-to-Date
Regular	24.2000	8.00	193.60	16328.43
Paid Time Off	24.2000	5.00	121.00	2186.55
Overtime	36.3000	0.25	9.08	2554.36
Holiday			0.00	374.88
Meal Brk Pen			0.00	46.86
Holiday Gift			0.00	16.24
Double Time			0.00	0.79
Gross Pay			323.68	21508.11

Taxes

CA SDI - CASDI	3.50	236.46
CASDI	19.68	1332.75
Medicare	4.60	311.69
Federal Withholding	0.00	0.77
State Tax - CA	0.00	11.71
Total Taxes	27.78	1913.38

Deductions

*Dental Insurance	3.49	38.39
*Vision Insurance	2.89	31.79
Identity Theft	3.23	35.53
Stock Purchase Plan	6.48	428.98
Roth 401K Contribution %	9.72	643.42
Total Deductions	25.81	1178.11
Net Pay	270.09	19416.62

Other Deductions	This Period	Year-to-Date
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Imputed Income		
Stock Discnt		57.99

PTO	Accrued	Taken	Balance
Paid time Off	0.00	0.00	0.00
Sick	0.00	0.00	0.00
Sick Bank	0.00	0.00	0.00
Protected Paid Time Off	0.00	0.00	0.00

Direct Deposits

	270.09
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Your Federal taxable wages for this period are: \$317.30

*Excluded from taxable wages

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O'Reilly Auto Enterprises, LLC
233 South Patterson Ave.
Springfield, MO 65802

Advice Number: 0011848608
Advice Date: 05/30/2024

Deposited to the account of	Account Number	Transit	ABA	Amount
Mitzi Vazquez				\$270.09

THIS IS NOT A CHECK

EXHIBIT #2



O'Reilly Auto Enterprises, LLC
233 South Patterson Ave.
Springfield, MO 65802

Earnings Statement

Employee ID: 617399
Page 001 of 001
Period Beg/End: 12/08/2024 - 12/21/2024
Advice Date: 12/26/2024
Advice Number: 0013342421
Batch Number: SC9XKVRBHZIH

Mitzi Vazquez

For inquiries on this statement please call: 417-862-2674
Total Hours Worked: 0.00
Basis of Pay: Hourly

Earnings	Rate	Hours/ Units	This Period	Year-to-Date
Overtime			0.00	2557.99
Holiday			0.00	374.88
Holiday Gift			0.00	65.00
Regular			0.00	17127.84
Holiday Gift			0.00	16.24
Meal Brk Pen			0.00	46.86
Double Time			0.00	0.79
Paid Time Off			0.00	2253.91
Gross Pay			0.00	22443.51
Taxes				
CA SDI - CASDI			0.00	245.97
OASDI			0.00	1386.38
Medicare			0.00	324.23
State Tax - CA				31.71
Federal Withholding				0.77
Total Taxes			0.00	1989.06
Deductions				
*Vision Insurance			0.00	72.25
*Dental Insurance			0.00	87.25
Stock Purchase Plan			0.00	446.40
Identity Theft			0.00	80.75
Roth 401K Contribution %			0.00	669.55
Employee Tax Adjustment			0.00	1.21
Total Deductions			0.00	1354.99
Net Pay			0.00	19099.46

Other Deductions	This Period	Year-to-Date
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Imputed Income		
Stock Discnt		76.92

PTO	Accrued	Taken	Balance
Paid time Off	0.00	0.00	0.17
Sick	0.00	0.00	0.00
Sick Bank	0.00	0.00	0.00
Protected Paid Time Off			
	0.00	0.00	0.00

Direct Deposits	
	0.00

Your Federal taxable wages for this period are: \$0.00

*Excluded from taxable wages



THIS IS NOT A CHECK