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Clerk of Court
Superior Court of CA,
County of Santa Clara
25CV460179
Reviewed By: L. Ayala

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SANTA CLARA

CARLOS ROMERO, on behalf of the State
of California, as a private attorney general,

Plaintiff,

vs.

YOURMECHANIC SERVICES, INC., a
Corporation; WRENCH, INC., a Corporation;
and DOES 1 through 50, inclusive,

Defendants.

Case No. 25CV460179

**REPRESENTATIVE ACTION
COMPLAINT FOR:**

1. Civil Penalties Pursuant to Labor Code
§ 2699 for violations of Labor Code
§§ 201, 202, 203, 204, 210, 226(a), 226.7,
246, 351, 510, 512, 558(a)(1)(2), 1194,
1197, 1197.1, 1198, 2750.3, 2802,
California Code of Regulations, Title 8,
Section 11040, Subdivision 5(A)-(B),
California Code of Regulations, Title 8,
Section 1 1070(14) (Failure to Provide
Seating), and the applicable Wage
Order(s).

1 Plaintiff Carlos Romero (“PLAINTIFF”), on behalf of the people of the State of
2 California and as an “aggrieved employee” acting as a private attorney general under the
3 Labor Code Private Attorney General Act of 2004, § 2699, (“PAGA”) only, alleges on
4 information and belief, except for his own acts and knowledge which are based on personal
5 knowledge, the following:

6 **INTRODUCTION**

7 1. PLAINTIFF brings this action against defendants YourMechanic Services, Inc.
8 and Wrench, Inc. (referred to as “DEFENDANT”) seeking only to recover PAGA civil penalties
9 on behalf of all current and former aggrieved employees that worked for DEFENDANT.
10 PLAINTIFF does **not seek to recover anything other than penalties as permitted by**
11 **California Labor Code § 2699**. To the extent that statutory violations are mentioned for wage
12 violations, PLAINTIFF does not seek underlying general and/or special damages for those
13 violations, but simply the civil penalties permitted by California Labor Code § 2699.

14 2. California has enacted the PAGA which permits PLAINTIFF to bring an action
15 on behalf of himself and on behalf of others for PAGA penalties *only*, which is the precise and
16 sole nature of this action.

17 3. Accordingly, PLAINTIFF seeks to obtain all applicable relief for
18 DEFENDANT’s violations under PAGA and solely for the relief as permitted by PAGA – that
19 is, penalties and any other relief the Court deems proper pursuant to the PAGA. Nothing in this
20 complaint should be construed as attempting to obtain any relief that would not be available in
21 a PAGA-only action.

22 4. PLAINTIFF is not suing in his individual capacity; he is proceeding
23 herein solely under the PAGA, on behalf of the State of California for all aggrieved employees,
24 including himself and other aggrieved employees. Nothing in this complaint should be
25 construed as PLAINTIFF suing in his individual capacity.

26 5. In order to service customers hires workers to aid DEFENDANT in providing
27 mobile car repair and maintenance services to car owners at their locations. The cost, as
28 proscribed by law, of the personnel hired to work for DEFENDANT, includes not only the pay

1 of these employees but the cost of the employer's share of tax payments to the federal and state
2 governments for income taxes, social security taxes, medicare insurance, unemployment
3 insurance and payments for workers' compensation insurance ("Business Related Expenses").
4 To avoid the payment of these legally proscribed Business Related Expenses to the fullest extent
5 possible, DEFENDANT devised a scheme to place the responsibility for the payment of these
6 costs and expenses of DEFENDANT on the shoulders of PLAINTIFF and other
7 Mechanics/Technicians. As employer, DEFENDANT is legally responsible for the payment
8 of all these Business Related Expenses.

9 10 **THE PARTIES**

11 6. YourMechanic Services, Inc. is a corporation that at all relevant times mentioned
12 herein conducted and continues to conduct substantial business in California.

13 7. Wrench, Inc. is a corporation that at all relevant times mentioned herein conducted
14 and continues to conduct substantial business in California.

15 8. YourMechanic Services, Inc. and Wrench, Inc. were the joint employers of
16 PLAINTIFF as evidenced by paycheck and by the company PLAINTIFF performed work for
17 respectively, and are therefore jointly responsible as employers for the conduct alleged herein,
18 and are therefore collectively referred to herein as ("DEFENDANT").

19 9. DEFENDANT provides mobile car repair and maintenance services in California.

20 10. DEFENDANT at all relevant times mentioned herein conducted and continues
21 to conduct substantial and regular business in the State of California.

22 11. DEFENDANT is a privately-held startup company based in Mountain View,
23 California. DEFENDANT provides mobile car repair and maintenance services to car owners
24 at their location (home or office). DEFENDANT's mechanic services are performed by certified
25 mechanics and technicians who DEFENDANT classifies as independent contractors.

26 12. PLAINTIFF worked for DEFENDANT as a Mechanic/Technician from 2016 to
27 July of 2024 and was classified by DEFENDANT as an independent contractor during his entire
28 employment with DEFENDANT.

1 13. California Labor Code Section 226.8 provides that “[i]t is unlawful for any person
2 or employer to engage in . . . [w]illful misclassification of an individual as an independent
3 contractor.” The penalty for willful misclassification of employees is a “civil penalty of not less
4 than five thousand dollars (\$5,000) and not more than fifteen thousand dollars (\$15,000) for
5 each violation, in addition to any other penalties or fines permitted by law.” It is further
6 provided that, in the event that an employer is found to have engaged in “a pattern or practice
7 of these violations,” the penalties increase to “not less than ten thousand dollars (\$10,000) and
8 not more than twenty-five thousand dollars (\$25,000) for each violation, in addition to any other
9 penalties or fines permitted by law.” Cal. Labor Code § 226.8.

10 14. Here, DEFENDANT has willfully misclassified PLAINTIFF,
11 Mechanics/Technicians and other similarly situated persons with similar job titles collectively
12 referred herein as “Mechanics/Technicians” as described in Cal. Labor Code § 226.8 and Labor
13 Code Section 2750.3, and further, that DEFENDANT has engaged in a “pattern or practice” of
14 such violations as contemplated by the California Labor Code.

15 15. Upon hire, the position of a Mechanic/Technician was represented by
16 DEFENDANT to PLAINTIFF and the other Mechanics/Technicians as an independent
17 contractor position capable of paying an hourly rate for the time they worked on a car at a
18 clients’ location. PLAINTIFF and other Mechanics/Technicians were not compensated
19 overtime wages for any of their time spent working in excess of eight (8) hours in a workday,
20 twelve (12) hours in a workday, and/or forty (40) hours in a workweek. PLAINTIFF and other
21 Mechanics/Technicians were paid the hourly rate to perform auto repair and maintenance
22 services on DEFENDANT’s behalf. PLAINTIFF and other Mechanics/Technicians were not
23 compensated any other wages besides the hourly rate and they were not allowed to record their
24 time until they arrived at the location to repair the car. DEFENDANT did not pay PLAINTIFF
25 and other AGGRIEVED EMPLOYEES for the time spent driving between appointments,
26 arranging and preparing their tools for the day and all the other non-repair work tasks. The
27 finite set of tasks required to be performed by the Mechanics/Technicians is, when notified via
28 cell phone, travel to private homes, apartments and offices to provide mobile car repair services

1 for customers that requested DEFENDANT's services all in accordance with DEFENDANT's
2 business practices and policies.

3 16. To perform their job duties, PLAINTIFF and the other Mechanics/Technicians
4 performed work subject to the control of DEFENDANT in that DEFENDANT had the authority
5 to exercise complete control over the work performed and the manner and means in which the
6 work was performed. DEFENDANT provided the customers and DEFENDANT provided the
7 instructions as to how to perform the cleaning services.

8 17. California Labor Code § 3357 defines "employee" as "every person in the service
9 of an employer under any appointment or contact of hire or apprenticeship, express or implied,
10 oral or written, whether lawfully or unlawfully employed." In addition to the California Labor
11 Code's presumption that workers are employees, the California Supreme Court has determined
12 the most significant factor to be considered in distinguishing an independent contractor from
13 an employee is whether the *employer or principal has control or the right to control the work*
14 *both as to the work performed and the manner and means in which the work is performed.*
15 DEFENDANT heavily controlled both the work performed and the manner and means in which
16 the PLAINTIFF and the other Mechanics/Technicians performed their work in that:

17 (a) PLAINTIFF and other Mechanics/Technicians were not involved in a
18 distinct business, but instead were provided with instructions as to how to perform their work
19 and the manner and means in which the work was to be performed by means of DEFENDANT's
20 manuals and written instructions;

21 (b) PLAINTIFF and other Mechanics/Technicians were continuously provided
22 with training and supervision, including following DEFENDANT's company documents and
23 received training from DEFENDANT as to how and in what way to perform the mobile
24 mechanic services;

25 (c) DEFENDANT set the requirements as to what policies and procedures all
26 of the Mechanics/Technicians were to follow, including what tools to bring to the customer;

27 (d) PLAINTIFF and other Mechanics/Technicians had no opportunity for
28 profit or loss because DEFENDANT only paid these workers based on the time spent

1 performing repair and maintenance services performed for DEFENDANT's customers and
2 DEFENDANT controlled and assigned the Mechanics/Technicians which cars were to be
3 repaired and when;

4 (e) PLAINTIFF and other Mechanics/Technicians performed auto repair
5 services which is part of DEFENDANT's principal business and is closely integrated with and
6 essential to the employer's business of providing mobile auto repair services to their customers;

7 (f) PLAINTIFF and other Mechanics/Technicians performed the work
8 themselves and did not hire others to perform their work for them;

9 (g) PLAINTIFF and other Mechanics/Technicians did not have the authority
10 to make employment-related personnel decisions;

11 (h) PLAINTIFF and other Mechanics/Technicians performed their work in a
12 particular order and sequence in accordance with DEFENDANT's company policy; and,

13 (i) DEFENDANT had the "right" to control every critical aspect of
14 DEFENDANT's daily auto repair services operations in that DEFENDANT provided the
15 customer, assigned where the Mechanics/Technicians were to go, and step-by-step instructions
16 to PLAINTIFF and other Mechanics/Technicians as to the entire process of repairing cars at
17 their assigned locations. PLAINTIFF and other Mechanics/Technicians were required to wear
18 a hat and shirt with DEFENDANT's insignia on it and also were required to place a magnet on
19 their car with DEFENDANT's insignia on it, PLAINTIFF and other Mechanics/Technicians
20 provided auto repair services ONLY for DEFENDANT's customers, which DEFENDANT
21 controlled via the company's mobile application.

22 18. As a result, stripped of all the legal fictions and artificial barriers to an honest
23 classification of the relationship between PLAINTIFF and all the other Mechanics/Technicians
24 on the one hand, and DEFENDANT on the other hand, PLAINTIFF and all the other
25 Mechanics/Technicians are and were employees of DEFENDANT and not independent
26 contractors of DEFENDANT and should therefore be properly classified as non-exempt, hourly
27 employees.

28 19. PLAINTIFF, and such persons that may be added from time to time who satisfy

1 the requirements and exhaust the administrative procedures under the Private Attorney General
2 Act, brings this Representative Action on behalf of the State of California with respect to
3 himself and all individuals who are or previously were employed by YourMechanic Services,
4 Inc. and/or Wrench, Inc. in California, including any employees staffed with YourMechanic
5 Services, Inc. and/or Wrench, Inc. by a third party, as a Mechanic/Technician and other
6 similarly situated persons with similar job titles and who were classified as independent
7 contractors during the time period of November 15, 2023 until a date as determined by the Court
8 (the "PAGA PERIOD").

9 20. PLAINTIFF, on behalf of himself and all AGGRIEVED EMPLOYEES
10 presently or formerly employed by DEFENDANT during the PAGA PERIOD, brings this
11 representative action pursuant to Labor Code § 2699 seeking fixed civil penalties for
12 DEFENDANT's violation of California Labor Code §§ 201, 202, 203, 204, 210, 226(a),
13 226.7, 246, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2750.3, 2802, California
14 Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of
15 Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), and the applicable
16 Wage Order(s). Based upon the foregoing, PLAINTIFF and all AGGRIEVED
17 EMPLOYEES are aggrieved employees within the meaning of Labor Code § 2699.

18 21. As a matter of company policy, practice and procedure, DEFENDANT has
19 unlawfully, unfairly and/or deceptively classified every AGGRIEVED EMPLOYEES as
20 "independent contractors" in order to unlawfully avoid compliance with all applicable
21 federal and state laws that require payment for all time worked, business expenses, and the
22 employer's share of payroll taxes and mandatory insurance. As a result of the scheme to
23 defraud the federal and state governments and the AGGRIEVED EMPLOYEES,
24 PLAINTIFF and the AGGRIEVED EMPLOYEES were underpaid throughout their
25 employment with DEFENDANT. The true names and capacities, whether individual,
26 corporate, associate or otherwise of the Defendants sued here as DOES 1 through 50,
27 inclusive, are presently unknown to PLAINTIFF who therefore sues these Defendants by
28 such fictitious names pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFF is informed and

1 believes, and based thereon, alleges that each of the Defendants designated herein is legally
2 responsible in some manner for the unlawful acts referred to herein. PLAINTIFF will seek
3 leave of Court to amend this Complaint to reflect the true names and capacities of the
4 Defendants when they have been ascertained and become known.

5 22. The agents, servants and/or employees of the Defendants and each of them
6 acting on behalf of the Defendants acted within the course and scope of his, her or its
7 authority as the agent, servant and/or employee of the Defendants, and personally
8 participated in the conduct alleged herein on behalf of the Defendants with respect to the
9 conduct alleged herein. Consequently, the acts of each Defendant are legally attributable to
10 the other Defendants and all Defendants are jointly and severally liable to the PLAINTIFF
11 and the other AGGRIEVED EMPLOYEES, for the loss sustained as a proximate result of
12 the conduct of the Defendants' agents, servants and/or employees.

13 THE CONDUCT

14 23. The finite set of tasks required of PLAINTIFF and the other AGGRIEVED
15 EMPLOYEES as defined by DEFENDANT was executed by them through the performance of
16 non-exempt labor.
17

18 24. Although PLAINTIFF and the other AGGRIEVED EMPLOYEES performed
19 non-exempt labor subject to DEFENDANT's complete control over the manner and means of
20 performance, DEFENDANT instituted a blanket classification policy, practice and procedure
21 by which all of these AGGRIEVED EMPLOYEES were classified as "independent contractors"
22 exempt from compensation for overtime worked, meal breaks and rest breaks, and
23 reimbursement for business related expenses. By reason of this uniform misclassification, the
24 AGGRIEVED EMPLOYEES were also required to pay DEFENDANT's share of payroll taxes
25 and mandatory insurance premiums. As a result of this uniform misclassification practice,
26 policy and procedure applicable to PLAINTIFF and the other AGGRIEVED EMPLOYEES
27 who performed this work for DEFENDANT, DEFENDANT engaged in a company-wide
28 policy, practice and procedure which uniformly failed to properly classify PLAINTIFF and the

1 other AGGRIEVED EMPLOYEES as employees and thereby failed to pay them wages for all
2 time worked, reimbursement of business related expenses, failed to provide them with meal and
3 rest breaks, and failed to reimburse these employees for the employer's share of payroll taxes
4 and mandatory insurance. The proper classification of these employees is DEFENDANT's
5 burden. As a result of DEFENDANT's intentional disregard of the obligation to meet this
6 burden, DEFENDANT violated the California Labor Code and regulations promulgated
7 thereunder as herein alleged. DEFENDANT did not have in place a policy, practice or
8 procedure that provided meal and/or rest breaks to PLAINTIFF and AGGRIEVED
9 EMPLOYEES as evidenced by DEFENDANT's business records which contain no record of
10 these breaks.

11 25. DEFENDANT, as a matter of law, has the burden of proving that employees are
12 properly classified and that DEFENDANT otherwise complies with applicable laws.
13 DEFENDANT, as a matter of corporate policy, erroneously and unilaterally classified all the
14 AGGRIEVED EMPLOYEES as independent contractors.

15 26. PLAINTIFF and all the AGGRIEVED EMPLOYEES are and were uniformly
16 classified and treated by DEFENDANT as independent contractors at the time of hire and
17 thereafter, DEFENDANT failed to take proper steps to determine whether the PLAINTIFF and
18 the AGGRIEVED EMPLOYEES are properly classified under the applicable Industrial Welfare
19 Commission Wage Order and Cal. Lab. Code §§ 510, as exempt from applicable labor laws.
20 Since DEFENDANT affirmatively and willfully misclassified PLAINTIFF and AGGRIEVED
21 EMPLOYEES in compliance with California labor laws, DEFENDANT's practices violated
22 and continue to violate California law. In addition, DEFENDANT acted deceptively by falsely
23 and fraudulently classifying PLAINTIFF and each AGGRIEVED EMPLOYEE as independent
24 contractors when DEFENDANT knew or should have known that this classification was false
25 and not based on known facts.

26 27. DEFENDANT as a matter of corporate policy, practice and procedure,
27 intentionally, knowingly and systematically failed to reimburse and indemnify PLAINTIFF and
28 the other AGGRIEVED EMPLOYEES for required business expenses incurred by PLAINTIFF

1 and other AGGRIEVED EMPLOYEES in direct consequence of discharging their duties on
2 behalf of DEFENDANT. Under California Labor Code Section 2802, employers are required
3 to indemnify employees for all expenses incurred in the course and scope of their employment.
4 Cal. Lab. Code § 2802 expressly states that "an employer shall indemnify his or her employee
5 for all necessary expenditures or losses incurred by the employee in direct consequence of the
6 discharge of his or her duties, or of his or her obedience to the directions of the employer, even
7 though unlawful, unless the employee, at the time of obeying the directions, believed them to
8 be unlawful."

9 28. In the course of their employment PLAINTIFF and other AGGRIEVED
10 EMPLOYEES as a business expense, were required by DEFENDANT to use personal cellular
11 phones as a result of and in furtherance of their job duties as employees for DEFENDANT but
12 were not reimbursed or indemnified by DEFENDANT for the cost associated with the use of
13 the personal cellular phones for DEFENDANT's benefit. In order to work as a
14 Mechanic/Technician for DEFENDANT, PLAINTIFF and other AGGRIEVED EMPLOYEES
15 were required to use DEFENDANT's mobile application and as such it is mandatory to have
16 a cell phone that is compatible with DEFENDANT's mobile application. As a result, in the
17 course of their employment with DEFENDANT PLAINTIFF and other AGGRIEVED
18 EMPLOYEES incurred unreimbursed business expenses which included, but were not limited
19 to, costs related to the use of their personal cellular phones all on behalf of and for the benefit
20 of DEFENDANT. Further, PLAINTIFF and other AGGRIEVED EMPLOYEES were also not
21 reimbursed or indemnified by DEFENDANT for the cost associated with using their personal
22 vehicles while performing for DEFENDANT. As a result, in the course of their employment
23 with DEFENDANT PLAINTIFF and other AGGRIEVED EMPLOYEES incurred
24 unreimbursed business expenses which included, but were not limited to, costs related to travel
25 all on behalf of and for the benefit of DEFENDANT. Additionally, PLAINTIFF and other
26 AGGRIEVED EMPLOYEES were also not reimbursed or indemnified by DEFENDANT for
27 the cost associated with using their personal tools that were necessary to perform their work
28 tasks for DEFENDANT. As a result, in the course of their employment with DEFENDANT

1 PLAINTIFF and other AGGRIEVED EMPLOYEES incurred unreimbursed business expenses
2 which included, but were not limited to, costs related to personal tools on behalf of and for the
3 benefit of DEFENDANT.

4 29. From time to time, DEFENDANT also failed to provide PLAINTIFF and the
5 other members AGGRIEVED EMPLOYEES with complete and accurate wage statements
6 which failed to show, among other things, the correct amount of time worked, including, work
7 performed in excess of eight (8) hours in a workday and/or forty (40) hours in any workweek.
8 Cal. Lab. Code § 226 provides that every employer shall furnish each of his or her employees
9 with an accurate itemized wage statement in writing showing, among other things, gross wages
10 earned and all applicable hourly rates in effect during the pay period and the corresponding
11 amount of time worked at each hourly rate. As a result, DEFENDANT provided PLAINTIFF
12 and the other AGGRIEVED EMPLOYEES with wage statements which violated Cal. Lab.
13 Code § 226.

14 30. By reason of this uniform conduct applicable to PLAINTIFF and all the
15 AGGRIEVED EMPLOYEES, DEFENDANT engaged in a company-wide policy, practice and
16 procedure which failed to correctly classify PLAINTIFF and the AGGRIEVED EMPLOYEES
17 as employees. The proper classification of these employees is DEFENDANT's burden. As a
18 result of DEFENDANT's intentional disregard of the obligation to meet this burden,
19 DEFENDANT failed to pay all required wages for work performed by PLAINTIFF and other
20 AGGRIEVED EMPLOYEES and violated the California Labor Code and regulations
21 promulgated thereunder as herein alleged.

22 **JURISDICTION AND VENUE**

23
24 31. This Court has jurisdiction over this Action pursuant to California Code of
25 Civil Procedure, Section 410.10.

26 32. Venue is proper in this Court pursuant to California Code of Civil Procedure,
27 Sections 395.5 and 393, because DEFENDANT operates in locations across California,
28 employs AGGRIEVED EMPLOYEES across California, including in this County, and

1 committed the wrongful conduct herein alleged in this County against AGGRIEVED
2 EMPLOYEES.

3
4 **FIRST CAUSE OF ACTION**

5 **For Violation of the Private Attorneys General Act**

6 **[Cal. Lab. Code §§ 2698]**

7 **(By PLAINTIFF and Against All Defendants)**

8 33. PLAINTIFF realleges and incorporates by this reference, as though fully set
9 forth herein, the prior paragraphs of this Complaint.

10 34. PAGA is a mechanism by which the State of California itself can enforce state
11 labor laws through the employee suing under the PAGA who do so as the proxy or agent of
12 the state's labor law enforcement agencies. An action to recover civil penalties under
13 PAGA is fundamentally a law enforcement action designed to protect the public and not to
14 benefit private parties. The purpose of the PAGA is not to recover damages or restitution,
15 but to create a means of "deputizing" citizens as private attorneys general to enforce the
16 Labor Code. In enacting PAGA, the California Legislature specified that "it was ... in the
17 public interest to allow aggrieved employees, acting as private attorneys general to recover
18 civil penalties for Labor Code violations ..." Stats. 2003, ch. 906, § 1. Accordingly, PAGA
19 claims cannot be subject to arbitration.

20 35. PLAINTIFF, and such persons that may be added from time to time who
21 satisfy the requirements and exhaust the administrative procedures under the Private
22 Attorney General Act, brings this Representative Action on behalf of the State of California
23 with respect to himself and all individuals who are or previously were employed by
24 YourMechanic Services, Inc. and/or Wrench, Inc. in California, including any employees
25 staffed with YourMechanic Services, Inc. and/or Wrench, Inc. by a third party, as a
26 Mechanic/Technician and other similarly situated persons with similar job titles and who
27 were classified as independent contractors during the time period of November 15, 2023
28 until a date as determined by the Court (the "PAGA PERIOD").

1 36. On November 14, 2024, PLAINTIFF gave written notice by electronic mail to
2 the Labor and Workforce Development Agency (the "Agency") and by certified mail to the
3 employer of the specific provisions of this code alleged to have been violated as required by
4 Labor Code § 2699.3. See **Exhibit #1**, attached hereto and incorporated by this reference
5 herein (*PAGA Notice only without draft complaint*). The statutory waiting period for
6 PLAINTIFF to add these allegations to the Complaint has expired. As a result, pursuant to
7 Section 2699.3, PLAINTIFF may now commence a representative civil action under PAGA
8 pursuant to Section 2699 as the proxy of the State of California with respect to all
9 AGGRIEVED EMPLOYEES as herein defined.

10 37. The policies, acts and practices heretofore described were and are an unlawful
11 business act or practice because DEFENDANT (a) failed to provide PLAINTIFF and the
12 AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly
13 record and provide legally required meal and rest periods, (c) failed to pay minimum wages,
14 (d) failed to pay overtime wages and sick pay wages, (e) failed to reimburse employees for
15 required expenses, (f) failed to provide wages when due, and (g) failed to provide suitable
16 seating, all in violation of the applicable Labor Code sections listed in Labor Code §§ 201,
17 202, 203, 204, 210, 226(a), 226.7, 246, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1,
18 1198, 2750.3, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision
19 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14) (Failure to Provide
20 Seating), and the applicable Wage Order(s), and thereby gives rise to civil penalties as a
21 result of such conduct.¹ PLAINTIFF hereby seeks recovery of only civil penalties as
22 prescribed by the Labor Code Private Attorney General Act of 2004 as the representative of
23 the State of California for the illegal conduct perpetrated on PLAINTIFF and the
24 AGGRIEVED EMPLOYEES.

25 ///

26 ///

27
28 ¹Plaintiff specifically excludes and/or does not allege any claims under California Labor
Code §558(a)(3).

1 **PRAYER FOR RELIEF**

2 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and
3 severally, as follows:

4 1. On behalf of the State of California and with respect to all AGGRIEVED
5 EMPLOYEES:

6 A) Recovery of civil penalties as prescribed by the Labor Code Private
7 Attorneys General Act of 2004; and,

8 B) An award of attorneys' fees and cost of suit, as allowable under the
9 law, including, but not limited to, pursuant to Labor Code §2699.

10 Dated: March 3, 2025 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW
11 LLP

12 By: /s/ Nicholas De Blouw
13 Norman B. Blumenthal
14 Kyle R. Nordrehaug
15 Nicholas J. De Blouw
16 *Attorneys for Plaintiff*
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EXHIBIT 1

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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November 14, 2024

CA3403

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Wrench, Inc.
Certified Mail #9589071052701502088005
Incorp Services, Inc.
Steven Pickett
5716 Corsa Avenue, Suite 110
Westlake Village, California 91362

Re: Amended Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 226(a), 226.7, 246, 1351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2570.3 *et seq.*, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who worked for YourMechanic Services, Inc. and/or Wrench, Inc. (“Defendant”) in California, including any employees staffed with YourMechanic Services, Inc. and/or Wrench, Inc. by a third party, as a Mechanic/Technician and other similarly situated persons with similar job titles and who were classified as independent contractors during the time period of November 15, 2023 until a date as determined by the Court. Our offices represent Carlos Romero (“Plaintiff”), and other Aggrieved Employees in a lawsuit against YourMechanic Services, Inc. and/or Wrench, Inc. Plaintiff was employed by Defendant as a Mechanic/Technician in California from 2016 to July of 2024 and was classified as an independent contractor. However, the job duties of Plaintiff and other Aggrieved Employees did not entitle Defendant to claim any exemption from minimum wages, overtime wages, meal and rest periods and reimbursement of business expenses as to Plaintiff and other Aggrieved Employees. Plaintiff and Aggrieved Employees should have been classified by Defendant as non-exempt employees entitled to the legally required meal and rest breaks and payment for all time worked under Defendant’s control. As a result, Plaintiff and other Aggrieved Employees worked time for which they were unlawfully not paid the correct compensation. Further, Defendant unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for all of their time worked, including minimum and overtime wages, and for all of their missed meal and rest breaks. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but “furnished

less than half said employee's usual or scheduled day's work," Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours' worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to Plaintiff, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant failed to provide Plaintiff and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 226(a), 226.7, 246, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

A true and correct copy of the First Amended Complaint by Plaintiff against Defendant, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (iv) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

This notice is provided to enable Plaintiff to proceed with the First Amended Complaint against Defendant as authorized by California Labor Code section 2695, *et seq.* The filing fee of \$75 is being mailed to the Department of Industrial Restations Accounting unit with an identification of the Plaintiff, the Defendant and the notice. 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.

Your earliest response to this notice is appreciated. 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.

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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November 14, 2024

CA3403

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

YourMechanic Services, Inc.
Certified Mail #9589071052701502087992
National Registered Agents, Inc.
Amanda Garcia
330 N. Brand Blvd.
Glendale, California 91203

Re: Amended Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 226(a), 226.7, 246, 1351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2570.3 *et seq.*, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant To California Labor Code Section 2699.5.

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Your earliest response to this notice is appreciated. 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.