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STEPHANIE PEREZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN JOAQUIN

STEPHANIE PEREZ, on behalf of herself
and all others similarly situated,

Plaintiff,

vs.

O'REILLY AUTO ENTERPRISES, LLC and
DOES 1-10, inclusive,

Defendants.

Case No. STK-CV-UOE-2023-7289

Class Action

FIRST AMENDED COMPLAINT

1. Failure to Provide Duty Free Meal Periods
2. Failure to Provide Duty Free Rest Periods
3. Failure to Pay Minimum Wages
4. Failure to Pay Overtime Wages
5. Unfair Competition
6. Failure to Provide Accurate Wage Statements
7. Failure to Pay All Wages Owed Upon Termination
8. Civil Penalties Under PAGA

DEMAND FOR JURY TRIAL

Plaintiff Stephanie Perez ("Plaintiff"), on behalf of herself and all others similarly situated,
complains and alleges as follows:

INTRODUCTION

1. This class action and representative action lawsuit arises out of the failure of defendant
O'Reilly Auto Enterprises, LLC ("Defendant") to comply with various wage and hour laws with
respect to employees who work at distribution centers ("Distribution Center Employees"). Defendant

1 fails to provide Distribution Center Employees meal periods that are duty free for 30 minutes because
2 Distribution Center Employees need to leave their equipment in the locker room and go through
3 security checks at the start of the meal period (after they have clocked out) and Distribution Center
4 Employees need to go through security checks and retrieve their equipment from the locker room at the
5 end of their meal period (before clocking back in). Because meal periods provided to Distribution
6 Center Employees are not duty free for 30 minutes, Defendant fails to pay Distribution Center
7 Employees minimum wages or overtime wages owed for the entirety of their meal period time (all of
8 which constitutes compensable "hours worked"). Defendant similarly fails to provide Distribution
9 Center Employees with rest periods that are duty free for 10 minutes because, while they are given 15
10 minute rest periods, it takes Distribution Center Employees approximately 5 minutes for Distribution
11 Center Employees to leave their equipment in the locker room and go through security checks at the
12 start of the rest period and it takes Distribution Center employees approximately 5 minutes to go
13 through security checks and retrieve their equipment from the locker room at the end of the rest period
14 As a result of not providing Distribution Center Employees with legally compliant meal periods or rest
15 periods, Defendant fails to pay Distribution Center Employees premium wages owed for
16 unacknowledged meal period violations or for rest period violations. Defendant also fails to pay
17 Distribution Center Employees minimum wages or overtime wages for approximately 10 minutes each
18 day because Distribution Center Employees need to go through security checks and retrieve their
19 equipment from the locker room (which takes approximately 5 minutes) before they clock in for work
20 at the start of their shifts and Distribution Center Employees need to leave their equipment in the
21 locker room and go through security checks (which takes approximately 5 minutes) after they clock
22 out for work at the end of their shifts. As a result of all the foregoing labor law violations, Defendant
23 fails to provide Distribution Center Employees with accurate itemized wage statements and Defendant
24 fails to pay Distribution Center Employees all the wages owed to them at the time their employment
25 ends. With respect to her class action allegations, Plaintiff seeks all damages, restitution, and penalties
26 to which she and similarly situated Distribution Center Employees are entitled to for Defendant's
27 violations of wage and hour laws, which also constitute unfair business practices in violation of
28 Business and Professions Code Section 17200. With respect to her representative action allegations,

1 Plaintiff seeks civil penalties under PAGA pursuant to Labor Code Section 2699 based on Defendant's
2 violations of the Labor Code alleged in Plaintiff's notice to the Labor and Workforce Development
3 Agency ("LWDA")

4 **JURISDICTION AND VENUE**

5 2. Venue is proper in the County of San Joaquin because Plaintiff and other class members
6 worked for Defendant in the County of San Joaquin and the obligations of Defendant to Plaintiff and
7 other class members under the California Labor Code were breached in the County of San Joaquin.

8 3. The California Superior Court has jurisdiction in this matter because Plaintiff is a
9 resident of California, Defendant is qualified to do business in California, and Defendant regularly
10 conducts business in California. Further, there is no federal question at issue as the claims herein are
11 based solely on California law.

12 **THE PARTIES**

13 **A. Plaintiff**

14 4. Plaintiff worked as a Distribution Center Employee for Defendant at Defendant's
15 distribution center in Stockton, California from approximately mid-April 2023 until her employment
16 ended around June 23, 2023. During her employment with Defendant, Plaintiff was required to go
17 through security checks and needed to retrieve her equipment before being allowed to enter the work
18 area where she clocked in for work and Plaintiff was required to leave her equipment in the locker
19 room and go through security checks after clocking out for work before being allowed to leave the
20 work area. The security check process included emptying of pockets and going through a metal
21 detector and, along with waiting in line with other Distribution Center Employees who had to go
22 through security checks at the same time, Plaintiff typically spent a total of approximately 10 minutes a
23 day "off the clock" going through the security check process and going to the locker room to retrieve
24 or return equipment for which Plaintiff was not paid any minimum wages or, when she worked
25 overtime hours, any overtime wages. During her employment with Defendant, Plaintiff was also
26 required to return her equipment to the locker room and go through security checks before she could
27 leave the work area to go to the break area for meal periods and rest periods, and Plaintiff was required
28 to go through security checks and retrieve her equipment before she could return to the work area from

1 the break area at the end of meal periods and rest periods. Because Plaintiff had to spend
2 approximately 10 minutes going through security checks and going to the locker room to return or
3 retrieve equipment during her 30 minute meal periods, her meal periods were not duty free for 30
4 minutes and because Plaintiff had to spend approximately 10 minutes going through security checks
5 and going to the locker room to return or retrieve equipment during her 15 minute rest
6 periods, her rest periods were not duty free for 10 minutes. Although her meal period time constituted
7 compensable hours worked because her meal periods were not duty free for 30 minutes, Plaintiff was
8 not paid any minimum wages or, when she worked overtime hours, any overtime wages for her meal
9 period time. During her employment with Defendant, Plaintiff's wage statements did not state the
10 correct total amount of hours worked during the pay period, the correct amount of gross wages earned
11 during the pay period, or the correct amount of net wages earned during the pay period because
12 Plaintiff was not paid all the premium wages owed to her for meal period or rest period violations, all
13 the minimum wages owed to her for hours worked, and/or all the overtime wages owed to her for all
14 overtime hours worked. The wage statements provided to Plaintiff also failed to state the correct total
15 amount of hours worked during the pay period because the total amount of hours worked in the pay
16 period stated on the pay stubs provided to Plaintiff was the sum of hours attributed to all wage
17 payments even when she was paid different types of wages for the same number of hours worked. For
18 example, the copy of the wage statement attached hereto as Exhibit 1 reflects that, for the pay period of
19 April 16, 2023 through April 29, 2023, Plaintiff was paid for 32.00 hours worked at the base hourly
20 rate of \$19.90 an hour with a shift differential of \$1.25 an hour for each of those 32 hours of work; but
21 the wage statement indicates that the "Current Hours" worked during the pay period is 64.00.
22 Similarly, the copy of the wage statement attached hereto as Exhibit 2 reflects that, for the pay period
23 of April 30, 2023 through May 13, 2023, Plaintiff was paid for 62.67 hours worked at the base hourly
24 rate of \$19.90 with both a shift differential of \$1.25 an hour and a PIE payment of \$1.00 an hour for
25 the same 62.67 hours; but the wage statement indicates that the "Current Hours" worked during the
26 pay period is 188.01.

27 **B. Defendants**

28 5. At all relevant times, Defendant has been a limited liability company organized under

1 the law of the State of Delaware with a principal place of business in Springfield, Missouri. Defendant
2 sells automobile parts at retail stores and operates distribution centers at various locations in
3 California. Defendant is or was the employer of Plaintiff and other similarly situated employees at the
4 time Defendant breached its legal obligations to them as described herein, and Defendant continues to
5 breach legal obligations owed to similarly situated employees currently employed by Defendant.

6 6. Plaintiff is ignorant of the true name, capacity, relationship and extent of participation in
7 the conduct herein alleged, of the Defendants sued herein as DOES 1 through 10, but is informed and
8 believes and thereon alleges that said Defendants are legally responsible for the wrongful conduct
9 alleged herein and therefore sues these Defendants by such fictitious names. Plaintiff will amend this
10 complaint to allege the true names and capacities of the DOE Defendants when ascertained.

11 7. Plaintiff is informed and believes and thereon alleges that each Defendant acted in all
12 respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme,
13 business plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally
14 attributable to the other Defendants.

15 **CLASS ACTION ALLEGATIONS**

16 8. Plaintiff brings her class action claims on behalf of herself and all other similarly
17 situated employees (collectively the "Class") as a class action pursuant to Section 382 of the Code of
18 Civil Procedure. The members of the Class belong to the Distribution Center Employees Class,
19 Overtime Class, Restitution Class, Wage Statement Class, and Final Wages Class defined as follows:

20 **Distribution Center Employees Class:** All persons who, at any time since the date three years
21 before the filing of the complaint in this action, worked for Defendant in California as a non-
22 exempt employee at distribution center.

23 **Overtime Class:** All persons who, at any time since the date three years before the filing of the
24 complaint in this action, worked for Defendant in California as a non-exempt employee at a
25 distribution center who worked overtime hours during a day or workweek.

26 **Restitution Class:** All persons who, at any time since the date four years before the filing of
27 the complaint in this action, worked for Defendant in California as a non-exempt employee at a
28 distribution center.

1 **Wage Statement Class:** All persons who, at any time since the date one year before the filing
2 of the complaint in this action, worked for Defendant in California as a non-exempt employee
3 at a distribution center.

4 **Final Wages Class:** All persons who worked for Defendant in California as a non-exempt
5 employee at a distribution center whose employment ended at any time since the date three
6 years before the filing of the complaint in this action.

7 9. This action has been brought and may be maintained as a class action pursuant to Code of
8 Civil Procedure Section 382 because there is a well-defined community of interests among many
9 persons who comprise a readily ascertainable class:

- 10 a. The Class members are so numerous that the individual joinder of all of them as
11 named plaintiffs is impracticable. While the exact number of Class members is
12 unknown to Plaintiff at this time, Plaintiff is informed and believes and thereon
13 allege that there are not less than 50 members in the Distribution Center
14 Employees Class, not less than 50 members in the Overtime Class, not less than
15 50 members in the Restitution Class, not less than 50 members in the Wage
16 Statement Class, and not less than 50 members in the Final Wages Class.
- 17 b. Common questions of law and fact exist as to members of the Class and
18 predominate over any questions that affect only individual members of the Class.
19 These common questions include, but are not limited to:
- 20 (1) Did Defendant have a policy or practice of not providing Distribution
21 Center Employees with meal periods that were duty free for 30 minutes?
- 22 (2) Did Defendant have a policy or practice of not providing Distribution
23 Center Employees with rest periods that were duty free for 10 minutes?
- 24 (3) Did Defendant have a policy or practice of not paying Distribution Center
25 Employees minimum wages or overtime wages owed for meal period time that,
26 because meal periods were not duty free for 30 minutes, constituted compensable
27 hours worked?
- 28

1 (4) Did Defendant have a policy or practice of not paying Distribution Center
2 Employees minimum wages or overtime wages owed for time spent going
3 through security checks and going to the locker room to return or retrieve
4 equipment before clocking in for work or after clocking out for work?

5 (5) Did Defendant have a policy or practice of not providing Distribution
6 Center Employees with accurate or legally compliant wage statements?

7 (6) Did Defendant have a policy or practice of not paying all wages earned to
8 Distribution Center Employees whose employment ended?

9 c. Plaintiff is a member of the Distribution Center Employees Class, Overtime Class,
10 Restitution Class, Wage Statement Class, and Final Wages Class, and the claims
11 of Plaintiff are typical of the claims of the other class members that Plaintiff seeks
12 to represent. During her employment with Defendant Plaintiff was subjected to
13 the same unlawful practices that other Distribution Center Employees were
14 subjected to when they worked for Defendant. Plaintiff and other members of the
15 Class suffered the same injuries and seek the same relief.

16 d. Plaintiff will adequately and fairly protect the interests of the members of the
17 Class. Plaintiff has no interest adverse to the interests of absent class members
18 and Plaintiff is represented by attorneys with substantial class action experience in
19 civil litigation and employment law.

20 e. A class action is superior to other available means (if any) for fair and efficient
21 adjudication of the claims of the Class and would be beneficial for the parties and
22 the court. Class action treatment will allow a large number of similarly situated
23 persons to prosecute their common claims in a single forum simultaneously,
24 efficiently, and without the unnecessary duplication of effort and expense that
25 numerous individual actions would require. The monetary amounts due to many
26 individual Class members are likely to be relatively small, and the burden and
27 expense of litigation would make it difficult or impossible for Class members to
28 seek and obtain relief through individual lawsuits. A class action will serve an

1 important public interest by providing Class members an effective mechanism for
2 redress of violation of their statutory rights.

3 10. Plaintiff is not aware of any difficulties likely to be encountered in the management of
4 this action that would preclude its maintenance as a class action, but reserve the right to modify his
5 allegations and/or the class definitions based on further investigation, discovery or legal developments.

6 **FIRST CAUSE OF ACTION**

7 **FAILURE TO PROVIDE DUTY FREE MEAL PERIODS**

8 **(By Plaintiff and the Distribution Center Employees Class against Defendants)**

9 11. Plaintiff incorporates paragraphs 1 through 10 of this complaint as if fully alleged herein.

10 12. At all relevant times, Plaintiff and the other members of the Distribution Center
11 Employees Class were employees of Defendant covered by Labor Code Section 226.7, Labor Code
12 Section 512, and Wage Order 9.

13 13. Pursuant to Labor Code Section 512 and Wage Order 9, Plaintiff and the other members
14 of the Distribution Center Employees Class were entitled to a duty-free meal period of at least 30
15 minutes before the start of their sixth hour of work on a workday. Pursuant to Labor Code Section
16 226.7, Plaintiff and the other members of the Distribution Center Employees Class were entitled to
17 premium wages equal to one hour of pay at their regular rate of pay for every day that Defendant failed
18 to provide a meal period in accordance with Wage Order 9.

19 14. Defendant failed to provide Plaintiff and other members of the Distribution Center
20 Employees Class with legally compliant meal periods in accordance with Labor Code Section 512 and
21 Wage Order 9 and failed to pay Plaintiff and other members of the Distribution Center Employees Class
22 premium wages in accordance with Labor Code Section 226.7 for meal period violations. Plaintiff is
23 informed and believes and thereon alleges that, during the limitations period applicable to this cause of
24 action, Defendant had a policy or practice of not providing Distribution Center Employees a meal
25 period that was duty free for at least 30 minutes, and Defendant had a policy or practice of not paying
26 premium wages for unacknowledged meal period violations.

27 15. As a result of Defendant's unlawful conduct, Plaintiff and other members of the
28 Distribution Center Employees Class have suffered damages in an amount, subject to proof, to the

1 extent they were not paid all the premium wages owed to them for meal period violations.

2 16. Plaintiff and the other members of the Distribution Center Employees Class are entitled
3 to recover reasonable attorney's fees in connection with their meal period claims pursuant to Code of
4 Civil Procedure Section 1021.5, the substantial benefit doctrine and/or the common fund doctrine.

5 **SECOND CAUSE OF ACTION**

6 **FAILURE TO PROVIDE DUTY FREE REST PERIODS**

7 **(By Plaintiff and the Distribution Center Employees Class against Defendants)**

8 17. Plaintiff incorporates paragraphs 1 through 16 of this complaint as if fully alleged herein.

9 18. At all relevant times, Plaintiff and the other members of the Distribution Center
10 Employees Class were employees of Defendant covered by Labor Code Section 226.7 and Wage Order
11 9.

12 19. Pursuant to Wage Order 9, Plaintiff and the other members of the Distribution Center
13 Employees Class were entitled to a duty-free rest period of at least 10 for every four hours (or major
14 fraction thereof) worked on a workday. Pursuant to Labor Code Section 226.7, Plaintiff and the other
15 members of the Distribution Center Employees Class were entitled to premium wages equal to one
16 hour of pay at their regular rate of pay for every day that Defendant failed to provide a rest period in
17 accordance with Wage Order 9.

18 20. Defendant failed to provide Plaintiff and other members of the Distribution Center
19 Employees Class with legally compliant rest periods in accordance with Wage Order 9 and failed to pay
20 Plaintiff and other members of the Distribution Center Employees Class premium wages in accordance
21 with Labor Code Section 226.7 for rest period violations. Plaintiff is informed and believes and thereon
22 alleges that, during the limitations period applicable to this cause of action, Defendant had a policy or
23 practice of not providing Distribution Center Employees a rest period that was duty free for at least 10
24 minutes, and Defendant had a policy or practice of not paying premium wages for rest period
25 violations.

26 21. As a result of Defendant's unlawful conduct, Plaintiff and other members of the
27 Distribution Center Employees Class have suffered damages in an amount, subject to proof, to the
28 extent they were not paid all the premium wages owed to them for rest period violations.

1 22. Plaintiff and the other members of the Distribution Center Employees Class are entitled
2 to recover reasonable attorney's fees in connection with their rest period claims pursuant to Code of
3 Civil Procedure Section 1021.5, the substantial benefit doctrine and/or the common fund doctrine.

4 **THIRD CAUSE OF ACTION**

5 **FAILURE TO PAY MINIMUM WAGES**

6 **(By Plaintiff and the Distribution Center Employees Class against Defendant)**

7 23. Plaintiff incorporates paragraphs 1 through 16 of this complaint as if fully alleged
8 herein.

9 24. At all relevant times, Plaintiff and the other members of the Distribution Center
10 Employees Class were employees of Defendant covered by Labor Code Section 1197.

11 25. Pursuant to Labor Code Section 1197, Plaintiff and the other members of the Piece Rate
12 Employees Class were entitled to minimum wages for every hour they worked and/or every hour
13 deemed compensable "hours worked" by virtue of being subject to the direction and/or control of
14 Defendant.

15 26. Defendant failed to pay Plaintiff and other members of the Distribution Center
16 Employees Class all the minimum wages owed to them for every hour worked or deemed compensable
17 "hours worked" in accordance with Labor Code Section 1197. Plaintiff is informed and believes and
18 thereon alleges that, during the limitations period applicable to this cause of action, Defendant had a
19 policy or practice of failing to pay Plaintiff and other members of the Distribution Center Employees
20 Class minimum wages for: a) meal period time that constituted compensable hours worked because
21 meal periods were not duty free for 30 minutes; and/or b) time spent going through security checks and
22 going to the locker room to return or retrieve equipment before clocking in for work or after clocking
23 out for work.

24 27. As a result of Defendant's unlawful conduct, Plaintiff and other members of the
25 Distribution Center Employees Class have suffered damages in an amount, subject to proof, to the
26 extent they were not paid all the minimum wages owed to them.

27 28. Pursuant to Labor Code Section 1194, Plaintiff and the other members of the
28 Distribution Center Employees Class are entitled to recover the full amount of their unpaid minimum

wages, interest thereon, reasonable attorney's fees and costs of suit. Pursuant to Labor Code Section 1194.2, Plaintiff and other members of the Distribution Center Employees Class are also entitled to recover liquidated damages in an amount equal to the amount of unpaid minimum wages and interest thereon.

FOURTH CAUSE OF ACTION

FAILURE TO PAY OVERTIME WAGES

(By Plaintiff and the Piece Rate Employees Class against Defendants)

29. Plaintiff incorporates paragraphs 1 through 16 and 23 through 28 of this complaint as if fully alleged herein.

30. At all relevant times, Plaintiff and the other members of the Distribution Center Employees Class were employees of Defendant covered by Labor Code Section 510.

31. Pursuant to Labor Code Section 510, Plaintiff and the other members of the Overtime Class were entitled to overtime wages at the rate of 1 and ½ times their regular rate of pay for every hour of overtime worked and/or deemed compensable "hours worked" by virtue of being subject to the direction and/or control of Defendant.

32. Defendant failed to pay Plaintiff and other members of the Overtime Class all the overtime wages owed to them for every hour of overtime worked or deemed compensable "hours worked" in accordance with Labor Code Section 510. Plaintiff is informed and believes and thereon alleges that, during the limitations period applicable to this cause of action, Defendant had a policy or practice of failing to pay Plaintiff and other members of the Overtime Class overtime wages for: a) meal period time that constituted compensable hours worked because meal periods were not duty free for 30 minutes; and/or b) time spent going through security checks and going to the locker room to return or retrieve equipment before clocking in for work or after clocking out for work.

33. As a result of Defendant's unlawful conduct, Plaintiff and other members of the Overtime Class have suffered damages in an amount, subject to proof, to the extent they were not paid all the overtime wages owed to them.

34. Pursuant to Labor Code Section 1194, Plaintiff and the other members of the Overtime Class are entitled to recover the full amount of their unpaid overtime wages, interest thereon,

1 reasonable attorney's fees and costs of suit.

2 **FIFTH CAUSE OF ACTION**

3 **UNFAIR COMPETITION**

4 **(By Plaintiff and the Restitution Class against Defendants)**

5 35. Plaintiffs incorporate paragraphs 1 through 34 of this complaint as if fully alleged
6 herein.

7 36. The unlawful conduct of Defendant alleged herein constitutes unfair competition within
8 the meaning of Business and Professions Code Section 17200.

9 37. As a result of Defendant's unfair competition as alleged herein, Plaintiff and other
10 members of the Restitution Class have suffered injury in fact and lost money or property. Plaintiff and
11 members of the Restitution Class have been deprived of their rights to be provided duty free meal
12 periods, to be provided duty free rest periods, and to be paid all the premium wages, minimum wages,
13 and overtime wages owed to them; and Plaintiff and other members of the Restitution Class have not
14 been paid all the monies owed to them under California law.

15 38 Pursuant to Business and Professions Code Section 17203, Plaintiff and other members
16 of the Restitution Class are entitled to restitution of all wages or other monies owed to them under
17 California law (including interest thereon), in which they had a property interest, which Defendant
18 failed to pay to them. Restitution of the money owed to Plaintiff and other members of the Restitution
19 Class that Defendant wrongfully withheld and retained by means of engaging in unlawful business
20 practices in violation of California law is necessary to prevent Defendant from becoming unjustly
21 enriched by its failure to comply with California law.

22 39. Plaintiffs and members of the Restitution Class are entitled to recover reasonable
23 attorney's fees in connection with their unfair competition claims pursuant to Code of Civil Procedure
24 Section 1021.5, the substantial benefit doctrine and/or the common fund doctrine.

25 **SIXTH CAUSE OF ACTION**

26 **FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS**

27 **(By Plaintiff and the Wage Statement Class against Defendants)**

28 40. Plaintiffs incorporate paragraphs 1 through 34 of this complaint as if fully alleged

1 herein.

2 41. At all relevant times, Plaintiffs and the other members of the Wage Statement
3 Class were employees of Defendant covered by Labor Code Section 226.

4 42. Pursuant to Labor Code Section 226(a), Plaintiff and the other members of the
5 Wage Statement Class were entitled to receive, semimonthly or at the time of each payment of
6 wages, an accurate itemized wage statement showing, *inter alia*, the total amount of gross wages
7 earned during the pay period, the total amount of net wages earned during the pay period, and the
8 total number of hours worked during the pay period.

9 43. Defendant failed to provide Plaintiff and other members of the Wage Statement
10 Class accurate or legally compliant itemized statements in accordance with Labor Code Sections
11 226(a). Plaintiff is informed and believes and thereon alleges that, during the limitations period
12 applicable to this cause of action, Defendant had a policy or practice of failing to pay
13 Distribution Center Employees premium wages owed for unacknowledged meal period
14 violations, failing to pay failing to pay Distribution Center Employees premium wages owed for
15 rest period violations, failing to pay Distribution Center Employees minimum or overtime wages
16 owed for compensable meal period time, and/or failing to pay Distribution Center Employees
17 minimum wages or overtime wages owed for time spent going through security checks and going
18 to the locker room to return or retrieve equipment before clocking in for work or after clocking
19 out for work. As a result, Defendant had a policy or practice of providing Distribution Center
20 Employees wage statements that, in violation of Labor Code Section 226(a), did not state the
21 total amount of gross wages earned during the pay period, the total amount of net wages earned
22 during the pay period, and/or the total number of hours worked during the pay period.

23 44. Defendant's failure to provide Plaintiff and other members of the Wage Statement
24 Class with accurate or legally compliant wage statements was knowing and intentional.
25 Defendant had the ability to provide Plaintiff and other members of the Wage Statement Class
26 with accurate and legally compliant wage statements but intentionally provided wage statements
27 that Defendant knew did not comply with all the requirements of Labor Code Section 226(a).
28 Defendant intended and knew that, during the limitations period applicable to this cause of

1 action, Defendant had a policy or practice of failing to pay Distribution Center Employees
2 premium wages owed for unacknowledged meal period violations, failing to pay failing to pay
3 Distribution Center Employees premium wages owed for rest period violations, failing to pay
4 Distribution Center Employees minimum or overtime wages owed for compensable meal period
5 time, and/or failing to pay Distribution Center Employees minimum wages or overtime wages
6 owed for time spent going through security checks and going to the locker room to return or
7 retrieve equipment before clocking in for work or after clocking out for work; and Defendant
8 intended and knew that, during the limitations period applicable to this cause of action,
9 Defendant had a policy or practice of providing wage statements to Distribution Center
10 Employees that, in violation of Labor Code Section 226(a), did not state the total amount of
11 gross wages earned during the pay period, the total amount of net wages earned during the pay
12 period, and/or the total number of hours worked during the pay period.

13 45. As a result of Defendant's conduct, Plaintiff and other members of the Wage Statement
14 Class have suffered injury. From the wage statements provided to them alone, Plaintiff and other
15 members of the Wage Statement Class could not promptly and easily determine the total amount of
16 gross wages actually earned, the total amount of net wages actually earned, and/or the total number of
17 hours worked during the pay period.

18 46. Pursuant to Labor Code Sections 226(e) Plaintiff and other members of the Wage
19 Statement Class are entitled to recover fifty dollars for the initial pay period in which a violation of
20 Labor Code Section 226(a) occurred and one hundred dollars for each violation of Labor Code Section
21 226(a) in every subsequent pay period, not to exceed an aggregate penalty of four thousand dollars
22 per employee.

23 47. Pursuant to Labor Code Sections 218, 226(e), and 226(g) Plaintiff and other members of
24 the Wage Statement Class are entitled to recover the full amount of penalties due under Labor Code
25 Section 226(e), reasonable attorney's fees and costs of suit.

26 **SEVENTH CAUSE OF ACTION**

27 **FAILURE TO PAY ALL WAGES UPON TERMINATION**

28 **(By Plaintiff and the Final Wages Class against Defendants)**

1 48. Plaintiffs\ incorporate paragraphs 1 through 34 of this complaint as if fully alleged
2 herein.

3 49. At all relevant times, Plaintiff and the other members of the Final Wages Class were
4 employees of Defendant covered by Labor Code Sections 201 or 202.

5 50. Pursuant to Labor Code Sections 201 or 202, Plaintiff and other members of the Final
6 Wages Class were entitled upon termination to timely payment of all wages earned and unpaid prior to
7 termination. Discharged employees were entitled to payment of all wages earned and unpaid prior to
8 discharge immediately upon termination. Employees who resigned were entitled to payment of all
9 wages earned and unpaid prior to resignation within 72 hours after giving notice of resignation or, if
10 they gave 72 hours previous notice, they were entitled to payment of all wages earned and unpaid prior
11 to resignation at the time of resignation.

12 51. Defendant failed to pay Plaintiff and other members of the Final Wages Class all wages
13 earned and unpaid prior to termination in accordance with Labor Code Sections 201 or 202. Plaintiff
14 are informed and believe and thereon allege that during the limitations period applicable to this cause
15 of action, Defendant had a policy or practice of failing to pay Distribution Center Employees premium
16 wages owed for unacknowledged meal period violations, failing to pay failing to pay Distribution
17 Center Employees premium wages owed for rest period violations, failing to pay Distribution Center
18 Employees minimum or overtime wages owed for compensable meal period time, and/or failing to pay
19 Distribution Center Employees minimum wages or overtime wages owed for time spent going through
20 security checks and going to the locker room to return or retrieve equipment before clocking in for
21 work or after clocking out for work. As a result, Defendant had a policy or practice of not paying
22 Distribution Center Employees all the wages owed to them upon termination.

23 52. Defendant's failure to pay Plaintiff and members of the Final Wages Class all wages
24 earned prior to termination in accordance with Labor Code Sections 201 or 202 was willful.
25 Defendant had the ability to pay all wages earned by members of the Final Wages Class prior to
26 termination in accordance with Labor Code Sections 201 or 202, but intentionally adopted policies or
27 practices incompatible with the requirements of Labor Code Sections 201 or 202. Defendant intended
28 and knew that, during the limitations period applicable to this cause of action, Defendant had a policy

1 or practice of failing to pay Distribution Center Employees premium wages owed for unacknowledged
2 meal period violations, failing to pay failing to pay Distribution Center Employees premium wages
3 owed for rest period violations, failing to pay Distribution Center Employees minimum or overtime
4 wages owed for compensable meal period time, and/or failing to pay Distribution Center Employees
5 minimum wages or overtime wages owed for time spent going through security checks and going to
6 the locker room to return or retrieve equipment before clocking in for work or after clocking out for
7 work, which resulted in Defendant failing to pay Distribution Center Employees all the wages owed to
8 them upon termination.

9 53. Pursuant to Labor Code Sections 201 or 202, Plaintiff and other members of the Final
10 Wages Class are entitled to all wages earned prior to termination that Defendant failed to pay them.

11 54. Pursuant to Labor Code Section 203, Plaintiff and other members of the Final Wages
12 Class are entitled to penalty wages, from the day their earned and unpaid wages were due upon
13 termination until paid, up to a maximum of 30 days of penalty wages.

14 55. As a result of Defendant's unlawful conduct, Plaintiff and other members of the Final
15 Wages Class have suffered damages in an amount, subject to proof, to the extent they were not paid for
16 all wages earned prior to termination.

17 56. As a result of Defendant's unlawful conduct, Plaintiff and other members of the Final
18 Wages Class have suffered damages in an amount, subject to proof, to the extent they were not paid all
19 penalty wages owed under Labor Code Section 203.

20 57. Pursuant to Labor Code Sections 218 and 218.5, Plaintiff and other members of the
21 Final Wages Class are entitled to recover the full amount of their unpaid wages, penalty wages under
22 Labor Code Section 203, reasonable attorney's fees and costs of suit. Pursuant to Labor Code Section
23 218.6 or Civil Code Section 3287(a), Plaintiff and other members of the Final Wages Class are entitled
24 to recover prejudgment interest on the amount of their unpaid wages and unpaid penalty wages.

25 **EIGHTH CAUSE OF ACTION**

26 **CIVIL PENALTIES UNDER PAGA**

27 **(By Plaintiff and Aggrieved Employees against Defendants)**

28 58. Plaintiff incorporates paragraphs 1 through 57 of this complaint as if fully alleged

1 herein.

2 59. Labor Code Sections 2699(a) and (g) authorize an aggrieved employee, on behalf of
3 himself and other current or former employees, to bring a civil action to recover civil penalties
4 pursuant to the procedures specified in Labor Code Section 2699.3.

5 60. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
6 Section 2699.3. By letter dated June 20, 2023, Plaintiff gave written notice to the LWDA (by
7 electronic submission) and to Defendant (by certified mail) of Plaintiff's allegations that Defendant
8 had violated the Labor Code. A true and correct copy of this letter is attached as Exhibit 3. In her
9 notice letter to the LWDA, Plaintiff makes the following allegations:

10 1. In violation of Labor Code Section 512, Defendant fails to provide Distribution Center
11 Employees with meal periods that are duty free for 30 minutes. The 30 minute meal periods provided
12 to Plaintiff and other Distribution Center Employees were not duty free for 30 minutes because
13 Distribution Center Employees need to leave their equipment in the locker room and go through
14 security checks at the start of the meal period (after they have clocked out) and Distribution Center
15 Employees need to go through security checks and retrieve their equipment from the locker room at the
16 end of their meal period (before clocking back in).

17 2. In violation of Labor Code Section 1198, Defendant fails to provide Distribution Center
18 Employees with rest periods that are duty free for 10 minutes in compliance with Wage Order 9.
19 Distribution Center Employees need to leave their equipment in the locker room and go through
20 security checks at the start of the rest periods and Distribution Center Employees need to go through
21 security checks and retrieve their equipment from the locker room at the end of their rest periods.
22 Although Defendant provides Distribution Center Employees with rest periods that are 15 minutes
23 long, Plaintiff and other Distribution Center Employees spent a total of approximately 10 minutes of
24 time engaged in the aforementioned activities during their rest periods, which left them with less than
25 10 minutes of duty free time during their rest periods.

26 3. In violation of Labor Code 226.7, Defendant fails to provide Distribution Center
27 Employees with premium wages for unacknowledged meal period or rest periods violations. When
28 Plaintiff and other Distribution Center Employees were not provided meal periods that were duty free

1 for 30 minutes or rest periods that were duty free for 10 minutes, and Defendant did not acknowledge
2 that meal period or rest period violations occurred, Defendant did not pay them the premium wages
3 owed to them for meal period or rest period violations.

4 4. In violation of Labor Code Section 226.7, Defendant fails to pay the full amount of
5 premium wages owed for acknowledged meal period violations to Distribution Center Employees who
6 are paid a shift differential. Defendant pays Distribution Center Employees premium wages for
7 acknowledged meal period violations at their base hourly rate of pay, but Distribution Center
8 Employees who are paid a shift differential are entitled to be paid premium wages for acknowledged
9 meal period violations at their "regular rate of pay" which, because they receive a shift differential, is
10 higher than their base hourly rate of pay.

11 5 In violation of Labor Code Section 1197, Defendant fails to pay Distribution Center
12 Employees minimum wages for all hours worked for the following reasons:

13 a. Since the meal periods provided to Plaintiff and other Distribution Center
14 Employees were not duty free for 30 minutes, the entirety of those 30 minute meal periods
15 constituted compensable hours worked, but Plaintiff and other Distribution Center Employees
16 were not paid any wages for their meal period time.

17 b. Distribution Center Employees need to go through security checks and retrieve
18 their equipment from the locker room before they clock in for work at the start of their shifts
19 and Distribution Center Employees need to leave their equipment in the locker room and go
20 through security checks after they clock out for work at the end of their shifts, but Defendant
21 did not pay Ms. Perez or other Distribution Center Employees any wages for the time engaged
22 in the aforementioned activities "off the clock."

23 6. In violation of Labor Code Section 510, Defendant fails to pay Distribution Center
24 Employees overtime wages for all overtime hours worked for the following reasons:

25 a. Since the meal periods provided to Defendant and other Distribution Center
26 Employees were not duty free for 30 minutes, the entirety of those 30 minute meal periods
27 constituted compensable hours worked, but Distribution Center Employees who worked
28 overtime hours were not paid any overtime wages for their meal period time.

1 b. Distribution Center Employees need to go through security checks and retrieve
2 their equipment from the locker room before they clock in for work at the start of their shifts
3 and Distribution Center Employees need to leave their equipment in the locker room and go
4 through security checks after they clock out for work at the end of their shifts, but Defendant
5 did not pay Distribution Center Employees who worked overtime hours any overtime wages for
6 the time engaged in the aforementioned activities "off the clock."

7 7. In violation of Labor Code Section 226, Defendant fails to provide Distribution Center
8 Employees with accurate wage statements for the following reasons:

9 a. Wage statements do not state the correct total amount of hours worked during
10 the pay period because the total amount of hours worked in the pay period stated on pay stubs
11 is the sum of hours attributed to all wage payments even when Distribution Center Employees
12 were paid different types of wages for the same number of hours worked. For example, the
13 copy of the wage statement attached as Exhibit 1 reflects that, for the pay period of April 16,
14 2023 through April 29, 2023, Plaintiff was paid for 32.00 hours worked at the base hourly
15 rate of \$19.90 an hour with a shift differential of \$1.25 an hour for each of those 32 hours of
16 work; but the wage statement indicates that the "Current Hours" worked during the pay period
17 is 64.00. Similarly, the copy of the wage statement attached as Exhibit 2 reflects that, for the
18 pay period of April 30, 2023 through May 13, 2023, Plaintiff was paid for 62.67 hours
19 worked at the base hourly rate of \$19.90 with both a shift differential of \$1.25 an hour and a
20 PIE payment of \$1.00 an hour for the same 62.67 hours; but the wage statement indicates that
21 the "Current Hours" worked during the pay period is 188.01.

22 b. Wage statements do not state the correct total amount of hours worked during
23 the pay period, the correct amount of gross wages earned during the pay period, or the correct
24 amount of net wages earned during the pay period because, for the reasons explained above,
25 Distribution Center Employees are not paid all the premium wages owed to them for meal
26 period or rest period violations, all the minimum wages owed to them for hours worked, and/or
27 all the overtime wages owed to them for all overtime hours worked.

1 c. Wage statements provided to Distribution Center Employees who are paid a
2 shift differential do not state the correct amount of gross wages earned or the correct amount of
3 net wages earned for acknowledged meal period violations because Defendant pays those
4 employees premium wages for meal period violations at their base hourly rate of pay and not
5 their "regular rate of pay" which, because of the shift differential, is higher than their base
6 hourly rate of pay.

7 8. In violation of Labor Code Section 201 or 202, Defendant fails to pay Distribution
8 Center Employees whose employment ends all the final wages owed to them upon the termination of
9 their employment because, for the reasons explained above, Distribution Center Employees are not
10 paid all the premium wages owed to them for meal period or rest period violations, all the minimum
11 wages owed to them for hours worked, and/or all the overtime wages owed to them for all overtime
12 hours worked.

13 9. Defendant violates Labor Code Section 246 by failing to provide wage statements to
14 Distribution Center Employees indicating the amount of paid sick leave available or the amount of
15 paid time off available to be used in lieu of sick leave. As reflected by the wage statements attached as
16 Exhibits 1 and 2, the wage statements provided to Plaintiff and other Distribution Center Employees
17 did not provide any information about the amount of paid sick leave available or the amount of paid
18 time available to be used in lieu of sick leave.

19 10. Defendant violates Labor Code Section 6404, which prohibits an employer from
20 maintaining a place of employment "that is not safe and healthful" because the temperature in
21 distribution centers operated by Defendant frequently exceeds the limits for a safe and healthful
22 workplace. For example, the temperature in the distribution centers where Plaintiff and other
23 Distribution Center Employees worked frequently reached or exceeded 90 degrees.

24 61. By letter dated August 2, 2023, Defendant notified the LWDA and Plaintiff that
25 Defendant contended that it had "cured" Plaintiff's allegations that Defendant violated Labor Code
26 Sections 246 and 6404. A true and correct copy of this letter is attached hereto as Exhibit 4. Because
27 the LWDA did not give Plaintiff any notice within 65 days of the postmark date of her notice letter to
28 the LWDA that the LWDA either intended or did not intend to investigate any of Plaintiff's

1 allegations, Plaintiff may now pursue a civil action for civil penalties under PAGA pursuant to Labor
2 Code Section 2699.3 with respect to the allegations in her notice letter to the LWDA except for the
3 allegations that Defendant violated Labor Code Sections 246 and 6404.

4 62. Plaintiff brings her claims for civil penalties under PAGA on behalf of "Aggrieved
5 Employees" defined as follows: All persons who, at any time since June 30, 2022, worked for
6 Defendant in California as a non-exempt employee at a distribution center.

7 63. Pursuant to Labor Code Sections 2699(a) and (f), Plaintiff and other Aggrieved
8 Employees are entitled to recover civil penalties for Defendant's violations of the Labor Code in the
9 following amounts:

10 a. For violation of Labor Code Sections 201, 202, 226, 226.7, 1197, and 1198 one hundred
11 dollars (\$100) for each employee per pay period for the initial violation and two hundred dollars
12 (\$200) for each employee per pay period for each subsequent violation [penalty amount per Labor
13 Code Section 2699(f)(2)].

14 b. For violation of Labor Code Sections 510 and 512, fifty dollars (\$50) for each employee
15 for each pay period and for each subsequent violation, one hundred dollars (\$100) for each employee
16 for each pay period [penalty amount per Labor Code Section 558].

17 64. Pursuant to Labor Code Section 2699(i), 75% of the civil penalties recovered shall be
18 distributed to the LWDA, and 25% shall be distributed to the Aggrieved Employees.

19 65. Pursuant to Labor Code Section 2699(g), Plaintiff is entitled to an award of reasonable
20 attorney's fees and costs in connection with her claims for civil penalties.

21 **PRAYER FOR RELIEF**

22 WHEREFORE, Plaintiff, on behalf of herself and all others similarly situated, prays for relief
23 and judgment against Defendants as follows:

24 A. An order certifying that Plaintiff may pursue his claims as a class action under Section
25 382 of the Code of Civil Procedure.

26 B. An order appointing Plaintiff as the Class representative and appointing Plaintiff's
27 counsel as counsel for the Class.

28 C. Damages for unpaid premium wages for meal period violations under Labor Code

1 Section 226.7.

2 D. Damages for unpaid premium wages for rest period violations under Labor Code
3 Section 226.7.

4 E. Damages for unpaid minimum wages under Labor Code Section 1194.

5 F. Liquidated damages under Labor Code Section 1194.2.

6 G. Damages for unpaid overtime wages under Labor Code Section 1194.

7 H. Restitution for unpaid monies owed under Business and Professions Code Section
8 17203.

9 I. Penalties for inaccurate or non-compliant wage statements under Labor Code Section
10 226.

11 J. Damages for unpaid wages under Labor Code Section 201 and/or Labor Code Section
12 202.

13 K. Penalty wages under Labor Code Section 203.

14 L. Civil penalties under PAGA.

15 M. Pre-judgment interest.

16 N. Costs.

17 O. Reasonable attorney's fees.

18 P. Such other and further relief as the Court deems just and proper.

19 Dated: September 6, 2023

KARASIK LAW FIRM
MAJARIAN LAW GROUP, APC

21 By

s/ Gregory N. Karasik
Gregory N. Karasik
Attorneys for Plaintiff

22 **DEMAND FOR JURY TRIAL**

23 Plaintiff demands a trial by jury for herself and all others similarly situated on all claims so
24 triable.

25 Dated: September 6, 2023

KARASIK LAW FIRM
MAJARIAN LAW GROUP, APC

27 By

s/ Gregory N. Karasik
Gregory N. Karasik
Attorneys for Plaintiff

EXHIBIT 1

Close

Print

Paystub Detail: Apr 16, 2023 - Apr 29, 2023

Check Number: 27854309 **Pay Date:** May 04, 2023
Employer: O'REILLY AUTO ENTERPRISES LLC **Pay Period:** 04/16/2023 - 04/29/2023
 233 S PATTERSON
 SPRINGFIELD MO 65802
 (417)862-2674
 PROCESS LEVEL: 9D2C
Employee: STEPHANIE PEREZ
 1474 EAST 6TH STREET
 STOCKTON CA 95206
Employee ID: XXX-XX-1578
TM Number: 682052
Current Hours: 64.00
Employment Status: FULL TIME
TAX DATA **FED** **STATE**
Marital Status: Single Single
Exemptions: 500 0

EMPLOYEE	RATE	HOURS	Amount	TOT
REGULAR	19.90	32.00	636.80	636.80
WKN DIF	1.25	32.00	40.00	40.00
GROSS EARNINGS			676.80	676.80
TAXABLE GROSS			676.80	676.80
FWT TAXABLE EARNINGS			676.80	676.80

TAXABLE AMOUNTS	Current	TOT
SDI CA	676.80	676.80
CA W/H	676.80	676.80
FED W/H	676.80	676.80
MEDICARE	676.80	676.80
SOC SEC	676.80	676.80

BEFORE-TAX DEDUCTIONS	Current	TOT
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AFTER-TAX DEDUCTIONS	Current	TOT
SHOES	-25.00	-25.00
BEFORE-TAX DEDUCTION TOTALS	.00	.00
AFTER-TAX DEDUCTION TOTALS	-25.00	-25.00
TOTAL DEDUCTIONS	-25.00	-25.00

TAXES	Current	TOT
SDI CA	6.09	6.09
CA W/H	6.22	6.22
FED W/H		
MEDICARE	9.81	9.81
SOC SEC	41.96	41.96
TOTAL TAXES	64.08	64.08

EXHIBIT 2

Close

Print

Paystub Detail: Apr 30, 2023 - May 13, 2023

Check Number: 27939855 **Pay Date:** May 18, 2023
Employer: O'REILLY AUTO ENTERPRISES LLC **Pay Period:** 04/30/2023 - 05/13/2023
 233 S PATTERSON
 SPRINGFIELD MO 65802
 (417)862-2674
 PROCESS LEVEL: 9D2C
Current Hours: 168.01
Employment Status: FULL TIME
Employee: STEPHANIE PEREZ
 1474 EAST 8TH STREET
 STOCKTON CA 95206
TAX DATA FED STATE
Employee ID: XXX-XX-1578 **Marital Status:** Single Single
TM Number: 682052 **Exemptions:** 500 0

EARNINGS	Rate	Hours	Amount	FED
REGULAR	19.90	62.67	1247.13	1883.93
WKND DIF	1.25	62.67	78.34	118.34
PIE	1.00	62.67	62.67	62.67
GROSS EARNINGS			1388.14	2064.94
TAXABLE GROSS			1289.89	1966.69
FWT TAXABLE EARNINGS			1289.89	1966.69

TAXABLE EARNINGS	Current	FED
SOL CA	1289.89	1966.69
CA W/H	1289.89	1966.69
FED W/H	1289.89	1966.69
MEDICARE	1289.89	1966.69
SOC SEC	1289.89	1966.69

BEFORE TAX DEDUCTIONS	Current	FED
DENTAL	4.46	4.46
VISION	2.89	2.89
MEDICAL	90.90	90.90

AFTER TAX DEDUCTIONS	Current	FED
HSPTL IN	3.92	3.92
SHOES		-25.00
BEFORE-TAX DEDUCTION TOTALS	98.25	98.25
AFTER-TAX DEDUCTION TOTALS	3.92	-21.08
TOTAL DEDUCTIONS	102.17	77.17

TOTALS	Current	FED
SOL CA	11.61	17.70

EXHIBIT 3

KARASIK LAW FIRM

16021 Aiglon St.
Pacific Palisades, CA 90272
Tel. (310) 463-9761
greg@karasiklawfirm.com

June 30, 2023

Labor and Workforce Development Agency
Department of Industrial Relations
Online Filing

Re: California Labor Code §2699 Letter

Aggrieved Employee: Stephanie Perez
Employer: O'Reilly Auto Enterprises, LLC

This letter shall serve as notice under Labor Code Section 2699.3 that Stephanie Perez alleges that her former employer O'Reilly Auto Enterprises, LLC ("OAE") has or had a practice of violating various provisions of the Labor Code with respect to employees who work at distribution centers ("Distribution Center Employees"). Ms. Perez worked for OAE at its distribution center in Stockton, California from approximately mid-April 2023 until her employment ended around June 23, 2023. Ms. Perez alleges, on behalf of herself and other Distribution Center Employees who are or were employed by OAE at distribution centers in California, that OAE violates the Labor Code in the following ways.

1. In violation of Labor Code Section 512, OAE fails to provide Distribution Center Employees with meal periods that are duty free for 30 minutes. The 30 minute meal periods provided to Ms. Perez and other Distribution Center Employees were not duty free for 30 minutes because Distribution Center Employees need to leave their equipment in the locker room and go through security checks at the start of the meal period (after they have clocked out) and Distribution Center Employees need to go through security checks and retrieve their equipment from the locker room at the end of their meal period (before clocking back in).

2. In violation of Labor Code Section 1198, OAE fails to provide Distribution Center Employees with rest periods that are duty free for 10 minutes in compliance with Wage Order 9. Distribution Center Employees need to leave their equipment in the locker room and go through security checks at the start of the rest periods and Distribution Center Employees need to go through security checks and retrieve their equipment from the locker room at the end of their rest periods. Although OAE provides Distribution Center Employees with rest periods that are 15 minutes long, Ms. Perez and other Distribution Center Employees spent a total of approximately 10 minutes of time engaged in the aforementioned activities during their rest periods, which left them with less than 10 minutes of duty free time during their rest periods.

3. In violation of Labor Code 226.7, OAE fails to provide Distribution Center Employees with premium wages for unacknowledged meal period or rest periods violations. When Ms. Perez and other Distribution Center Employees were not provided meal periods that were duty free for 30 minutes or rest periods that were duty free for 10 minutes, and OAE did not acknowledge that meal period or rest period violations occurred, OAE did not pay them the premium wages owed to them for meal period or rest period violations.

4. In violation of Labor Code Section 226.7, OAE fails to pay the full amount of premium wages owed for acknowledged meal period violations to Distribution Center Employees who are paid a shift differential. OAE pays Distribution Center Employees premium wages for acknowledged meal period violations at their base hourly rate of pay, but Distribution Center Employees who are paid a shift differential are entitled to be paid premium wages for acknowledged meal period violations at their "regular rate of pay" which, because they receive a shift differential, is higher than their base hourly rate of pay.

5. In violation of Labor Code Section 1197, OAE fails to pay Distribution Center Employees minimum wages for all hours worked for the following reasons:

a. Since the meal periods provided to Ms. Perez and other Distribution Center Employees were not duty free for 30 minutes, the entirety of those 30 minute meal periods constituted compensable hours worked, but Ms. Perez and other Distribution Center Employees were not paid any wages for their meal period time.

b. Distribution Center Employees need to go through security checks and retrieve their equipment from the locker room before they clock in for work at the start of their shifts and Distribution Center Employees need to leave their equipment in the locker room and go through security checks after they clock out for work at the end of their shifts, but OAE did not pay Ms. Perez or other Distribution Center Employees any wages for the time engaged in the aforementioned activities "off the clock."

6. In violation of Labor Code Section 510, OAE fails to pay Distribution Center Employees overtime wages for all overtime hours worked for the following reasons:

a. Since the meal periods provided to Ms. Perez and other Distribution Center Employees were not duty free for 30 minutes, the entirety of those 30 minute meal periods constituted compensable hours worked, but Distribution Center Employees who worked overtime hours were not paid any overtime wages for their meal period time.

b. Distribution Center Employees need to go through security checks and retrieve their equipment from the locker room before they clock in for work at the start of their shifts and Distribution Center Employees need to leave their equipment in the locker room and go through security checks after they clock out for work at the end of their shifts, but OAE did not pay Distribution Center Employees who worked overtime hours any overtime wages for the time engaged in the aforementioned activities "off the clock."

7. In violation of Labor Code Section 226, OAE fails to provide Distribution Center Employees with accurate wage statements for the following reasons:

a. Wage statements do not state the correct total amount of hours worked during the pay period because the total amount of hours worked in the pay period stated on pay stubs is the sum of hours attributed to all wage payments even when Ms. Perez or other Distribution Center Employees were paid different types of wages for the same number of hours worked. For example, the copy of the wage statement attached hereto as Exhibit 1 reflects that, for the pay period of April 16, 2023 through April 29, 2023, Ms. Perez was paid for 32.00 hours worked at the base hourly rate of \$19.90 an hour with a shift differential of \$1.25 an hour for each of those 32 hours of work; but the wage statement indicates that the "Current Hours" worked during the pay period is 64.00. Similarly, the copy of the wage statement attached hereto as Exhibit 2 reflects that, for the pay period of April 30, 2023 through May 13, 2023, Ms. Perez was paid for 62.67 hours worked at the base hourly rate of \$19.90 with both a shift differential of \$1.25 an hour and a PIE payment of \$1.00 an hour for the same 62.67 hours; but the wage statement indicates that the "Current Hours" worked during the pay period is 188.01.

b. Wage statements do not state the correct total amount of hours worked during the pay period, the correct amount of gross wages earned during the pay period, or the correct amount of net wages earned during the pay period because, for the reasons explained above, Distribution Center Employees are not paid all the premium wages owed to them for meal period or rest period violations, all the minimum wages owed to them for hours worked, and/or all the overtime wages owed to them for all overtime hours worked.

c. Wage statements provided to Distribution Center Employees who are paid a shift differential do not state the correct amount of gross wages earned or the correct amount of net wages earned for acknowledged meal period violations because OAE pays those employees premium wages for meal period violations at their base hourly rate of pay and not their "regular rate of pay" which, because of the shift differential, is higher than their base hourly rate of pay.

8. In violation of Labor Code Section 201 or 202, OAE fails to pay Distribution Center Employees whose employment ends all the final wages owed to them upon the termination of their employment because, for the reasons explained above, Distribution Center Employees are not paid all the premium wages owed to them for meal period or rest period violations, all the minimum wages owed to them for hours worked, and/or all the overtime wages owed to them for all overtime hours worked.

9. OAS violates Labor Code Section 246 by failing to provide wage statements to Distribution Center Employees indicating the amount of paid sick leave available or the amount of paid time off available to be used in lieu of sick leave. As reflected by the wage statements attached hereto as Exhibits 1 and 2, the wage statements provided to Ms. Perez and other Distribution Center Employees did not provide any information about the amount of paid sick leave available or the amount of paid time available to be used in lieu of sick leave.

10. OAS violates Labor Code Section 6404, which prohibits an employer from maintaining a place of employment "that is not safe and healthful" because the temperature in distribution centers operated by OAE frequently exceeds the limits for a safe and healthful workplace. For example, the temperature in the distribution centers where Ms. Perez and other Distribution Center Employees worked frequently reached or exceeded 90 degrees.

Please advise whether the LWDA intends to investigate the allegations that OAE violates Labor Code Sections 201, 202, 226, 226.7, 510, 512, 1197, 1198 (for violation of Wage Order 9) or 6404. Unless we receive a timely notice that the LWDA intends to do so and OAE cures the alleged violation of Labor Code Section 246 in accordance with Labor Code Section 2699.3(c)(2)(A), Ms. Perez will proceed to seek civil penalties against OAE under Labor Code Section 2699 in a civil lawsuit.

Very truly yours,

KARASIK LAW FIRM

s/ Gregory N. Karasik

Gregory N. Karasik

cc: O'Reilly Auto Enterprises, LLC
223 S. Patterson
Springfield, MO 65802
Via Certified Mail

EXHIBIT 1

Close

Print

Paystub Detail: Apr 16, 2023 - Apr 29, 2023

Check Number: 27854309 **Pay Date:** May 04, 2023
Employer: O'REILLY AUTO ENTERPRISES LLC **Pay Period:** 04/16/2023 - 04/29/2023
 233 S PATTERSON
 SPRINGFIELD MO 65802 **Current Hours:** 64.00
 (417)852-2674 **Employment Status:** FULL TIME
 PROCESS LEVEL: 9D2C
Employee: STEPHANIE PEREZ
 1474 EAST 6TH STREET
 STOCKTON CA 95206
Employee ID: XXX-XX-1578 **TAX DATA** FED STATE
TM Number: 682052 **Marital Status:** Single Single
Exemptions: 500 0

Category	Rate	Hours	Amount	Total
REGULAR	19.90	32.00	636.80	636.80
WKN DIF	1.25	32.00	40.00	40.00
GROSS EARNINGS			676.80	676.80
TAXABLE GROSS			676.80	676.80
FWT TAXABLE EARNINGS			676.80	676.80

TAXES & DEDUCTIONS	Current	Total
SDI CA	676.80	676.80
CA W/H	676.80	676.80
FED W/H	676.80	676.80
MEDICARE	676.80	676.80
SOC SEC	676.80	676.80

REDUCTION DEDUCTIONS	Current	Total
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REDUCTION DEDUCTIONS	Current	Total
SHOES	-25.00	-25.00
BEFORE-TAX DEDUCTION TOTALS	.00	.00
AFTER-TAX DEDUCTION TOTALS	-25.00	-25.00
TOTAL DEDUCTIONS	-25.00	-25.00

TAXES	Current	Total
SDI CA	6.09	6.09
CA W/H	6.22	6.22
FED W/H		
MEDICARE	9.81	9.81
SOC SEC	41.96	41.96
TOTAL TAXES	64.08	64.08

EXHIBIT 2

Close

Print

Paystub Detail: Apr 30, 2023 - May 13, 2023

Check Number: 27939855 **Pay Date:** May 18, 2023
Employer: O'REILLY AUTO ENTERPRISES LLC **Pay Period:** 04/30/2023 - 05/13/2023
 233 S PATTERSON
 SPRINGFIELD MO 65802
 (417)862-2874
 PROCESS LEVEL: 9D2C
Current Hours: 188.01
Employment Status: FULL TIME
Employee: STEPHANIE PEREZ
 1474 EAST 6TH STREET
 STOCKTON CA 95206
TAX DATA FED STATE
Employee ID: XXX-XX-1578 **Marital Status:** Single Single
TM Number: 682052 **Exemptions:** 500 0

EARNINGS	Rate	Hours	Amount	YTD
REGULAR	19.90	62.67	1247.13	1883.93
WKND DIF	1.25	62.67	78.34	118.34
PIE	1.00	62.67	62.67	62.67
GROSS EARNINGS			1388.14	2064.94
TAXABLE GROSS			1289.89	1966.69
FWT TAXABLE EARNINGS			1289.89	1966.69

TAXES & DEDUCTIONS	Current	YTD
SDI CA	1289.89	1966.69
CA W/H	1289.89	1966.69
FED W/H	1289.89	1966.69
MEDICARE	1289.89	1966.69
SOC SEC	1289.89	1966.69

BEFORE-TAX DEDUCTIONS	Current	YTD
DENTAL	4.46	4.46
VISION	2.89	2.89
MEDICAL	90.90	90.90

AFTER-TAX DEDUCTIONS	Current	YTD
HSPTL IN	3.92	3.92
SHOES		-25.00
BEFORE-TAX DEDUCTION TOTALS	98.25	98.25
AFTER-TAX DEDUCTION TOTALS	3.92	-21.08
TOTAL DEDUCTIONS	102.17	77.17

TOTALS	Current	YTD
SDI CA	11.61	17.70

EXHIBIT 4

James M. Peterson
Partner
petersonj@hfglm.com

August 2, 2023

Via Electronic Submission

Labor & Workforce Development Agency
Attention: PAGA Administrator
<https://dir.tfaforms.net/309>

Via Certified Mail

Gregory N. Karasik, Esq.
KARASIK LAW FIRM
16021 Aiglon Street
Pacific Palisades, CA 90272
greg@karasiklawfirm.com

Re: **Stephanie Perez v. O'Reilly Auto Enterprises, LLC – Notice of Cure**
Case Number LWDA-CM-965587-23

Dear PAGA Administrator:

Our firm represents O'Reilly Auto Enterprises, LLC ("O'Reilly") with regard to the PAGA Notice sent by Stephanie Perez to the Labor and Workforce Development Agency ("LWDA") on June 30, 2023. See Exhibit A. Ms. Perez alleges, *inter alia*, that O'Reilly violated California Labor Code sections 201, 202, 226, 226.7, 246, 510, 512, 1197, 1198 (for violation of Industrial Welfare Commission Wage Order 9-2001 "Wage Order 9") and 6404. O'Reilly maintains its compliance with Labor Code sections 246 and 6404 precedes Ms. Perez's PAGA claims. However, out of an abundance of caution and pursuant to Labor Code section 2699.3(c)(2)(A), O'Reilly has elected to exercise its right to "cure" the alleged violations. O'Reilly hereby gives notice of the same, which shall not be interpreted as any admission of wrongdoing by O'Reilly as to Ms. Perez's allegations regarding Labor Code sections 246 or 6404.

Labor Code section 246(i) requires employers "provide an employee with written notice that sets forth the amount of paid sick leave available, or paid time off leave an employer provides

¹ "[C]ure" means that the employer abates each violation alleged by any aggrieved employee, the employer is in compliance with the underlying statutes as specified in the notice...and any aggrieved employee is made whole." Lab. Code, § 2699. In this case the "abatement" was and remains in place.

August 2, 2023

Page 2

in lieu of sick leave, for use on either the employee's itemized wage statement described in Section 226 or in a separate writing provided on the designate pay date with the employee's payment of wages...." (Labor Code § 246(l).)

The wage statements attached as Exhibits 1 and 2 to Ms. Perez's LWDA Notice are not accurate and complete depictions of the wage statements provided by O'Reilly. Rather, they are partial screenshots of Ms. Perez's wage statements which do not include the entirety of the wage statement, including the portion of the statement reflecting the amount of entitlements available to her. Attached as **Exhibit B** to this letter is a true and correct copy of Ms. Perez's complete wage statements. Because Ms. Perez did not work more than 90 days, her Paid Time Off ("PTO") does not display a balance because that benefit was not yet available for her to use. When team members become eligible for entitlements, including PTO and/or sick leave, O'Reilly provides team members with wage statements that depict the balance of the entitlements available to them. Regardless, Ms. Perez's final wage statement confirms that O'Reilly paid Ms. Perez for any accrued but not yet available PTO pursuant to Labor Code section 227.3. Thus, O'Reilly is, and has always been, in compliance with Labor Code section 246.

Labor Code section 6404 provides, "No employer shall occupy or maintain any place of employment that is not safe and healthful " (Labor Code § 6404.)

O'Reilly has two distribution centers located in California, one in Stockton² and one in Moreno Valley³ (collectively referred to herein as the "Distribution Centers"). O'Reilly confirms that its Distribution Centers comply with the requirements of Labor Code section 6404 because the Distribution Center thermostats are kept at a reasonable temperature of not less than 68° F and not more than 73° F. The Distribution Centers' temperatures are regulated by an HVAC system which maintains the temperature of the Distribution Centers at a safe and healthful level. Therefore, O'Reilly maintains it is, and has always been, in compliance with Labor Code section 6404.

O'Reilly reiterates that it has always been and continues to be in full compliance with Labor Code sections 246 and 6404. Accordingly, and pursuant to section 2699.3(c), O'Reilly respectfully requests a written notice from the LWDA that no civil action may commence by Ms. Perez, or any other aggrieved employee on whose behalf Ms. Perez submitted her PAGA Notice, with regard to claims under Labor Code section 246 and 6404. Should the LWDA's review of O'Reilly's efforts to "cure" be deemed insufficient, O'Reilly respectfully requests additional time to further address any issues raised by the LWDA.

² 3412 Perlman Dr, #4215, Stockton, CA 95206

³ 24520 San Michele Rd, Moreno Valley, CA 92551

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Please do not hesitate to contact me if you have any questions or require any additional information.

Sincerely,



JAMES M. PETERSON

of
HIGGS FLETCHER & MACK LLP

Enclosures – Exhibits A-8

JMP/rsr

EXHIBIT A

KARASIK LAW FIRM

16021 Algon St.
Pacific Palisades, CA 90272
Tel. (310) 463-9761
greg@karasiklawfirm.com

RECEIVED

JUL 5 2023

LEGAL DEPT.

June 30, 2023

Labor and Workforce Development Agency
Department of Industrial Relations
Online Filing

Re: California Labor Code §2699 Letter

Aggrieved Employee: Stephanie Perez
Employer: O'Reilly Auto Enterprises, LLC

This letter shall serve as notice under Labor Code Section 2699.3 that Stephanie Perez alleges that her former employer O'Reilly Auto Enterprises, LLC ("OAE") has or had a practice of violating various provisions of the Labor Code with respect to employees who work at distribution centers ("Distribution Center Employees"). Ms. Perez worked for OAE at its distribution center in Stockton, California from approximately mid-April 2023 until her employment ended around June 23, 2023. Ms. Perez alleges, on behalf of herself and other Distribution Center Employees who are or were employed by OAE at distribution centers in California, that OAE violates the Labor Code in the following ways.

1. In violation of Labor Code Section 512, OAE fails to provide Distribution Center Employees with meal periods that are duty free for 30 minutes. The 30 minute meal periods provided to Ms. Perez and other Distribution Center Employees were not duty free for 30 minutes because Distribution Center Employees need to leave their equipment in the locker room and go through security checks at the start of the meal period (after they have clocked out) and Distribution Center Employees need to go through security checks and retrieve their equipment from the locker room at the end of their meal period (before clocking back in).

2. In violation of Labor Code Section 1198, OAE fails to provide Distribution Center Employees with rest periods that are duty free for 10 minutes in compliance with Wage Order 9. Distribution Center Employees need to leave their equipment in the locker room and go through security checks at the start of the rest periods and Distribution Center Employees need to go through security checks and retrieve their equipment from the locker room at the end of their rest periods. Although OAE provides Distribution Center Employees with rest periods that are 15 minutes long, Ms. Perez and other Distribution Center Employees spent a total of approximately 10 minutes of time engaged in the aforementioned activities during their rest periods, which left them with less than 10 minutes of duty free time during their rest periods.

3. In violation of Labor Code 226.7, OAE fails to provide Distribution Center Employees with premium wages for unacknowledged meal period or rest periods violations. When Ms. Perez and other Distribution Center Employees were not provided meal periods that were duty free for 30 minutes or rest periods that were duty free for 10 minutes, and OAE did not acknowledge that meal period or rest period violations occurred, OAE did not pay them the premium wages owed to them for meal period or rest period violations.

4. In violation of Labor Code Section 226.7, OAE fails to pay the full amount of premium wages owed for acknowledged meal period violations to Distribution Center Employees who are paid a shift differential. OAE pays Distribution Center Employees premium wages for acknowledged meal period violations at their base hourly rate of pay, but Distribution Center Employees who are paid a shift differential are entitled to be paid premium wages for acknowledged meal period violations at their "regular rate of pay" which, because they receive a shift differential, is higher than their base hourly rate of pay.

5. In violation of Labor Code Section 1197, OAE fails to pay Distribution Center Employees minimum wages for all hours worked for the following reasons:

a. Since the meal periods provided to Ms. Perez and other Distribution Center Employees were not duty free for 30 minutes, the entirety of those 30 minute meal periods constituted compensable hours worked, but Ms. Perez and other Distribution Center Employees were not paid any wages for their meal period time.

b. Distribution Center Employees need to go through security checks and retrieve their equipment from the locker room before they clock in for work at the start of their shifts and Distribution Center Employees need to leave their equipment in the locker room and go through security checks after they clock out for work at the end of their shifts, but OAE did not pay Ms. Perez or other Distribution Center Employees any wages for the time engaged in the aforementioned activities "off the clock."

6. In violation of Labor Code Section 510, OAE fails to pay Distribution Center Employees overtime wages for all overtime hours worked for the following reasons:

a. Since the meal periods provided to Ms. Perez and other Distribution Center Employees were not duty free for 30 minutes, the entirety of those 30 minute meal periods constituted compensable hours worked, but Distribution Center Employees who worked overtime hours were not paid any overtime wages for their meal period time.

b. Distribution Center Employees need to go through security checks and retrieve their equipment from the locker room before they clock in for work at the start of their shifts and Distribution Center Employees need to leave their equipment in the locker room and go through security checks after they clock out for work at the end of their shifts, but OAE did not pay Distribution Center Employees who worked overtime hours any overtime wages for the time engaged in the aforementioned activities "off the clock."

7. In violation of Labor Code Section 226, OAE fails to provide Distribution Center Employees with accurate wage statements for the following reasons:

a. Wage statements do not state the correct total amount of hours worked during the pay period because the total amount of hours worked in the pay period stated on pay stubs is the sum of hours attributed to all wage payments even when Ms. Perez or other Distribution Center Employees were paid different types of wages for the same number of hours worked. For example, the copy of the wage statement attached hereto as Exhibit 1 reflects that, for the pay period of April 16, 2023 through April 29, 2023, Ms. Perez was paid for 32.00 hours worked at the base hourly rate of \$19.90 an hour with a shift differential of \$1.25 an hour for each of those 32 hours of work; but the wage statement indicates that the "Current Hours" worked during the pay period is 64.00. Similarly, the copy of the wage statement attached hereto as Exhibit 2 reflects that, for the pay period of April 30, 2023 through May 13, 2023, Ms. Perez was paid for 62.67 hours worked at the base hourly rate of \$19.90 with both a shift differential of \$1.25 an hour and a PIE payment of \$1.00 an hour for the same 62.67 hours; but the wage statement indicates that the "Current Hours" worked during the pay period is 188.01.

b. Wage statements do not state the correct total amount of hours worked during the pay period, the correct amount of gross wages earned during the pay period, or the correct amount of net wages earned during the pay period because, for the reasons explained above, Distribution Center Employees are not paid all the premium wages owed to them for meal period or rest period violations, all the minimum wages owed to them for hours worked, and/or all the overtime wages owed to them for all overtime hours worked.

c. Wage statements provided to Distribution Center Employees who are paid a shift differential do not state the correct amount of gross wages earned or the correct amount of net wages earned for acknowledged meal period violations because OAE pays those employees premium wages for meal period violations at their base hourly rate of pay and not their "regular rate of pay" which, because of the shift differential, is higher than their base hourly rate of pay.

8. In violation of Labor Code Section 201 or 202, OAE fails to pay Distribution Center Employees whose employment ends all the final wages owed to them upon the termination of their employment because, for the reasons explained above, Distribution Center Employees are not paid all the premium wages owed to them for meal period or rest period violations, all the minimum wages owed to them for hours worked, and/or all the overtime wages owed to them for all overtime hours worked.

9. OAS violates Labor Code Section 246 by failing to provide wage statements to Distribution Center Employees indicating the amount of paid sick leave available or the amount of paid time off available to be used in lieu of sick leave. As reflected by the wage statements attached hereto as Exhibits 1 and 2, the wage statements provided to Ms. Perez and other Distribution Center Employees did not provide any information about the amount of paid sick leave available or the amount of paid time available to be used in lieu of sick leave.

10. OAS violates Labor Code Section 6404, which prohibits an employer from maintaining a place of employment "that is not safe and healthful" because the temperature in distribution centers operated by OAE frequently exceeds the limits for a safe and healthful workplace. For example, the temperature in the distribution centers where Ms. Perez and other Distribution Center Employees worked frequently reached or exceeded 90 degrees.

Please advise whether the LWDA intends to investigate the allegations that OAE violates Labor Code Sections 201, 202, 226, 226.7, 510, 512, 1197, 1198 (for violation of Wage Order 9) or 6404. Unless we receive a timely notice that the LWDA intends to do so and OAE cures the alleged violation of Labor Code Section 246 in accordance with Labor Code Section 2699.3(c)(2)(A), Ms. Perez will proceed to seek civil penalties against OAE under Labor Code Section 2699 in a civil lawsuit.

Very truly yours,

KARASIK LAW FIRM

s/ Gregory N. Karasik
Gregory N. Karasik

cc: O'Reilly Auto Enterprises, LLC
223 S. Patterson
Springfield, MO 65802
Via Certified Mail

EXHIBIT 1

Close

Print

Paystub Detail: Apr 16, 2023 - Apr 29, 2023

Check Number: 37554309 Pay Date: May 04, 2023
 Employer: O'REILLY AUTO ENTERPRISES LLC Pay Period: 04/16/2023 - 04/29/2023
 711 S PATTERSON
 SPRINGFIELD MO 65802
 (417)863-2674
 PROCESS LEVEL 003C
 Employee: SLOTHMAN PEREZ
 1474 EAST 8TH STREET
 STOCKTON CA 95216
 Employee ID: BKK KA 1578
 TM Number: 682052
 Current Hours: 64.00
 Employment Status: FULL TIME
 TAX DATA: FED STATE
 Marital Status: Single Single
 Exemptions: 500 0

Pay Item	Rate	Hours	Amount	YTD
REGULAR	24.90	32.00	636.80	636.80
WEEK OTR	1.25	32.00	40.00	40.00
GROSS EARNINGS			676.80	676.80
TAXABLE GROSS			676.80	676.80
FWT TAXABLE EARNINGS			676.80	676.80

TAXABLE DEDUCTIONS	Amount	YTD
SDI CA	676.80	676.80
CA WITH	676.80	676.80
FED WITH	676.80	676.80
MEDICARE	676.80	676.80
SOC SEC	676.80	676.80
BEFORE-TAX DEDUCTION	-25.00	-25.00

AFTER-TAX DEDUCTIONS	Amount	YTD
SDI CA	-25.00	-25.00
BEFORE-TAX DEDUCTION TOTALS	.00	.00
AFTER-TAX DEDUCTION TOTALS	-25.00	-25.00
TOTAL DEDUCTIONS	-25.00	-25.00

TAXES	Amount	YTD
SDI CA	6.08	6.08
CA WITH	6.22	6.22
FED WITH	6.22	6.22
MEDICARE	9.81	9.81
SOC SEC	41.95	41.95
TOTAL TAXES	64.00	64.00

EXHIBIT 2

Close

Print

Paystub Detail: Apr 30, 2023 - May 13, 2023

Check Number: 27839855 Pay Date: May 18, 2023
 Employer: O'REILLY AUTO ENTERPRISES LLC Pay Period: 04/30/2023 - 05/13/2023
 733 S PATTERSON
 SPRINGFIELD MO 65802
 (417)862-2674
 PROCESS LEVEL: 90DC
 Employee: STEPHANIE PEREZ
 1474 EAST 6TH STREET
 STOCKTON CA 95206
 Employee ID: XXX-XX-1578
 TM Number: 682052
 Current Hours: 198.01
 Employment Status: FULL TIME
 TAX DATA: FED STATE
 Marital Status: Single Single
 Exemptions: 500 0

Category	Rate	Hours	Amount	YTD
REGULAR	19.90	62.67	1247.13	1883.93
WIND UP	1.25	62.67	78.34	118.34
OTE	1.00	62.67	62.67	62.67
GROSS EARNINGS			1388.14	2064.94
TAXABLE GROSS			1289.89	1966.69
FWT TAXABLE EARNINGS			1289.89	1966.69

TAXES AND DEDUCTIONS	Amount	YTD
SOL CA	1289.89	1966.69
CA W/H	1289.89	1966.69
FED W/H	1289.89	1966.69
MEDICARE	1289.89	1966.69
SOC SEC	1289.89	1966.69
OPTIONAL TAX DEDUCTIONS	Amount	YTD
DENTAL	4.46	4.46
VISION	3.89	3.89
MEDICAL	90.90	90.90
WELFARE DEDUCTIONS	Amount	YTD
HSTPL IN	3.92	3.92
SHOES		-25.00
BEFORE TAX DEDUCTION TOTALS	98.25	98.25
AFTER TAX DEDUCTION TOTALS	3.92	-21.08
TOTAL DEDUCTIONS	102.17	77.12

TOTALS	Amount	YTD
FED CA	11.81	11.81

EXHIBIT B

Paystub Detail

Apr 16, 2023 - Apr 29, 2023

Check Number: 27954399
Employer: O'REILLY AUTO ENTERPRISES LLC
223 S PATTERSON
GRANDFORD MA 01832
(413)862-2074
PROPOSE LEVEL: 302C
Employee: STEPHANIE HARRIS
1474 EAST 8TH STREET
BROCKTON MA 01906
Employee ID: 625-65-1378
YR Number: 662262

Pay Date: May 04, 2023
Pay Period: 04/16/2023 - 04/29/2023
Current Hours: 64.00
Employment Status: FULL TIME
TAX DATA
Marital Status: Single
Exemption: 100
FED: 1
STATE: 0

EARNINGS	Rate	Hours	Period	YTD
REGULAR	19.90	32.00	636.80	636.80
WYND OFF	1.25	10.00	12.50	12.50
GROSS EARNINGS			649.30	649.30
TAXABLE GROSS			649.30	649.30
PWT TAXABLE EARNINGS			649.30	649.30

TAXABLE WAGES	Current	YTD
SOL CA	676.30	676.30
CA WITH	676.30	676.30
FED WITH	676.30	676.30
RETICANT	676.30	676.30
SOL SEC	676.30	676.30

BEFORE-TAX DEDUCTIONS	Current	YTD
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AFTER-TAX DEDUCTIONS	Current	YTD
CHDSE	-25.00	-25.00
BEFORE TAX DEDUCTION TOTALS	00	00
AFTER-TAX DEDUCTION TOTALS	-25.00	-25.00
TOTAL DEDUCTIONS	-25.00	-25.00

TAXES	Current	YTD
SOL CA	6.49	6.49
CA WITH	6.49	6.49
FED WITH	6.49	6.49
RETICANT	6.49	6.49
SOL SEC	6.49	6.49
TOTAL TAXES	34.58	34.58

NET EARNINGS	NET EARNINGS YTD
637.72	637.72

DEPOSIT DISTRIBUTION
CHECKING

Account Number: 8355
Amount: 637.72

ENTITLEMENT

PTO
VTO
DCN BANK

Balance

Paystub Detail

Apr 30, 2023 - May 13, 2023

Check Number: 27500855
Employer: DREHLY AUTO ENTERPRISES LLC
223 S PATTERSON
SPRINGFIELD MO 65802
(417)944-2674
PROCESS LEVEL: 0000
Employee: STEPHANIE PEREZ
1474 EAST 8TH STREET
STOCKTON CA 95204
Employee ID: 834-24-1576
TN Number: 882052

Pay Date: May 18, 2023
Pay Period: 04/30/2023 - 05/13/2023
Current Hours: 168.56
Employment Status: F&L TDR
TAX DATA
Marital Status: Single
Exemptions: 0
FED STATE

EARNINGS	Rate	Hours	Period	YTD
ANNUAL	13.95	52.97	1247.13	1882.90
WEEK OTH	1.25	52.97	66.21	118.34
RE	1.40	52.97	74.16	174.17
GROSS EARNINGS			1387.50	2175.41
TAXABLE EARNINGS			1289.89	1966.69
PRE-TAXABLE EARNINGS			1289.89	1966.69

TAXABLE WAGES	Current	YTD
SDI CA	1289.89	1966.69
CA WITH	1289.89	1966.69
FED WITH	1289.89	1966.69
MEDICARE	1289.89	1966.69
SOC SEC	1289.89	1966.69
BEFORE-TAX DEDUCTIONS	1289.89	1966.69
AFTER-TAX DEDUCTIONS	Current	YTD
DENTAL	4.44	4.44
VISION	2.88	2.88
MEDICAL	90.90	90.90
AFTER-TAX DEDUCTIONS	97.22	97.22
BEFORE-TAX DEDUCTIONS TOTAL	97.22	97.22
AFTER-TAX DEDUCTIONS TOTAL	97.22	97.22
TOTAL DEDUCTIONS	97.22	97.22

TAXES	Current	YTD
SDI CA	11.81	11.81
CA WITH	11.81	11.81
FED WITH	11.81	11.81
MEDICARE	11.81	11.81
SOC SEC	11.81	11.81
TOTAL TAXES	11.81	11.81

NET EARNINGS	NET EARNINGS YTD
1089.09	1726.61

DEPOSIT DISTRIBUTION
CHECKING

Account Number: 8395
Amount: 1089.09

ENTITLEMENT

PFD
DTRD
SDI BANK
Balance

O'Reilly Auto Parts

O'REILLY AUTO ENTERPRISES LLC
233 S PATTERSON
SPRINGFIELD MO 65802

STEPHANIE PEREZ
1474 EAST 6TH STREET
STOCKTON CA 95206

Co.	Location	TM #	Employee Name	SSN	Pay Period	Check Date	Check #
BD2G	D23SW	682052	STEPHANIE PEREZ	1578	05/28/23-06/10/23	06/01/2023	00264526

Tax Setup Federal State CA Status Entitlement Balances:
Tax Status Single Single Full - Time
Exp/Allw

EARNINGS:	RATE	HOURS	CURRENT	YTD		CURRENT	YTD
PTD PMNT	19.90	7.19	143.08	143.08	NET PAY	203.64	1930.48
REGULAR	19.90	4.00	79.60	1983.53			
WOND DIF				118.34			
PIE				82.67			
TOTAL GROSS PAY			222.68	2287.62			
TAX DEDUCTIONS:	CURRENT	YTD	CURRENT	YTD			
	TAX	TAX	TAX WAGES	TAX WAGES			
SD: CA	2.00	19.70	222.68	2189.37			
CA WH		29.64	222.68	2189.37			
FED WH		83.17	222.68	2189.37			
MEDICARE	3.25	31.75	222.68	2189.37			
SOC SEC	13.81	136.74	222.68	2189.37			
PRE-TAX DEDUCTIONS:	CURRENT	YTD					
DENTAL		4.48					
VISION		2.89					
MEDICAL		90.90					
OTHER DEDUCTIONS:	CURRENT	YTD					
HSPTL IN		3.92					
SHOES		25.00					