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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SISKIYOU
YREKA BRANCH

MAY 17 2021

BY: MALJA CHANDON
DEPUTY CLERK

8 Attorneys for Plaintiff Tiffany Schafer
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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **COUNTY OF SISKIYOU**
12

13 **TIFFANY SCHAFER, as proxy for the**
14 **California Labor and Workforce**
15 **Development Agency,**

16 **Plaintiff,**

17 **vs.**

18 **YREKA SPARTAN, LLC, dba YREKA**
19 **MOTORS; and DOES 1-10, inclusive,**

20 **Defendants.**
21

Case No.: *SC00000000 21-542*

**COMPLAINT FOR CIVIL PENALTIES
UNDER THE LABOR CODE PURSUANT
TO THE PRIVATE ATTORNEYS
GENERAL ACT OF 2004 ("PAGA")
[Labor Code § 2698 et seq.]**

22 Plaintiff Tiffany Schafer ("Schafer") brings this action against Defendant Yreka Spartan,
23 LLC, ("Spartan" or "Yreka Motors") and Does 1-10, inclusive as referred to herein, as a proxy of
24 the California Labor and Workforce Development Agency ("LWDA") under the California Labor
25 Code Private Attorneys General Act of 2004 ("PAGA") for civil penalties on behalf of herself and
26 current and other former employees of Spartan, as well as statutory attorneys' fees and costs. As
27 grounds therefore Shafer alleges:
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1. Schafer is and was at all times relevant herein an individual; a resident of California, and employed by Spartan in Siskiyou County, California.

2. Spartan is and was at all times relevant herein a Limited Liability Corporation under the laws of the State of Oregon. It does business in California, among numerous trade names, including Yreka Motors. Spartan is an employer under the Labor Code, and it employed Schafer from August of 2017, until January of 2021.

3. Spartan and Does 1-10 are collectively referred to as Defendants.

4. Schafer is not aware of the true names and capacities of the defendants sued herein as Does 1-10, whether individual, corporate, associate, or otherwise, and, therefore, sues such defendants by these fictitious names. Schafer will amend this complaint to allege their true names and capacities when ascertained. Schafer is informed and believes, and on that basis alleges, that each of the fictitiously named defendants is responsible in some manner for the occurrences herein alleged and that the violations alleged herein were caused by such defendants. Unless otherwise indicated, each defendant was acting within the course and scope of said agency and/or employment, with the knowledge and/or consent of said co-defendant.

5. Venue is proper in this Court because unlawful acts as to Schafer alleged herein took place in Siskiyou County. As a matter of law, an action under the PAGA can be brought in any County where a violation occurred. *Crestwood Behavioral Health, Inc. v. Superior Court* (Feb. 17, 2021, A160523) __ Cal.App.5th __, __ [2021 WL 613700 at p. *3]

6. Spartan does business as Yreka Motors, a car dealership, in Yreka, California.

7. Schafer was hired by Yreka Motors in August of 2017, to act as a non-exempt, administrative assistant. Her duties were wide ranged and Yreka Motors was grooming her for the

1 position of Office Manager. Yreka Motors prepared a development plan that provided for pay
2 increases every 18 months, and bonuses for the completion of course work.

3 8. Schafer worked long hours, and frequently earned overtime wages. In at least 3
4 instances in pay periods in which Schafer earned a bonus, August 23, 2019, January 10, 2020, July
5 10, 2020, Schafer worked overtime. However, Yreka Motors failed to include the bonuses earned
6 by Ms. Schafer and other former and current employees when calculating the “regular rate” for the
7 purpose of calculating the applicable overtime rate. Instead, Yreka Motors used the base hourly
8 rate to calculate overtime. Defendants followed this practice for other current and former
9 employees.

10 9. In October of 2020, Schafer’s husband became gravely disabled through injury, was
11 in critical condition, and was unable to care for himself. Ms. Schafer received medical direction to
12 assist her husband.

13 10. While she was on leave caring for her disabled husband including while he was on a
14 respirator and in critical condition, Yreka Motors contacted Schafer for the purpose of obtaining
15 her assistance on work related matters. Yreka Motors did not pay Schafer for this time.
16 Defendants followed this practice for other current and former employees.

17 11. In addition to being out on leave to assist with her disabled husband at the direction
18 of a medical care provider, Schafer was off of work from June 11 to June 17, 2020, due to COVID-
19 19 symptoms. At Yreka Motors’ insistence, Schafer was required to obtain a negative COVID-19
20 test result before returning to work. As an employer of fewer than 500 employees, Yreka Motors
21 was subject to the Families First Coronavirus Response Act (“FFCRA”). Because of her
22 symptoms, and need to obtain COVID-19 testing, Schafer was a qualified employee for protection
23 under the FFCRA. Pursuant to the FFCRA, Plaintiff’s time away from work in June of 2017, up to
24 10 days, should have been paid time off by Yreka Motors. Instead, Yreka Motors charged three
25 days of paid time off out of such time earned by Schafer. Defendants followed this practice for
26 other current and former employees.

27 12. As a matter of policy, Yreka Motors requires employees to wear uniform shirts.
28 Even for long term employees, it requires its employees to thereafter purchase shirts, the cost of

1 which it deducts from earned wages. Yreka Motors deducted the cost of shirts from Schafer's
2 wages. Defendants followed this practice for other current and former employees.

3 13. When it terminated Schafer's employment, Yreka Motors did not pay her all that
4 wages due and payable because: 1) it underpaid her overtime, 2) it failed to pay minimum wage
5 for the time she was off on leave, and 3) it wrongly applied three days of paid time off that she
6 earned that it was responsible to pay for pursuant to the FFCRA. Defendants followed this practice
7 for other current and former employees.

8 14. Pursuant to the provisions of Labor Code § 2699.3, an aggrieved employee may
9 pursue a civil action arising under PAGA after the following requirements have been met:

- 10 a. The aggrieved employee shall give written notice by certified mail to the
11 LWDA and the employer (hereinafter "Employee's Notice") of the specific
12 provisions of the Labor Code alleged to have been violated, including the
13 facts and theories to support the alleged violations;
- 14 b. The LWDA shall provide notice (hereinafter "LWDA's Notice") to the
15 employer and the aggrieved employee by certified mail that it does not
16 intend to investigate the alleged violation within 60 calendar days of the
17 postmark date of the Employee's Notice. Upon receipt of the LWDA's
18 Notice, or if the LWDA does not provide notice within 65 calendar days of
19 the postmark date of the Employee's Notice, the aggrieved employee may
20 commence a civil action pursuant to Labor § 2699 to recover civil penalties
21 in addition to any other penalties to which the employee may be entitled.

22 15. Because of the above Labor Code violations committed by Spartan as applicable to
23 Schafer, Schafer is an aggrieved employee as that term is defined by the PAGA.

24 16. On February 19, 2021, and March 8, 2021, Schafer provided written notice and
25 amended written notice by online submission to the LWDA and by certified mail to Spartan of
26 Spartan's violations of the Labor Code set forth herein, including the facts and theories to support
27 the alleged violations. The February 19, 2021, notice to the LWDA is attached as Exhibit 1, and is
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1 incorporated by this reference. The March 8, 2021, notice to the LWDA is attached as Exhibit 2,
2 and is incorporated by this reference.

3 17. As of the filing of this complaint, more than 65 days have passed without the
4 LWDA providing written notice that it intends to investigate the allegations in Exhibit 1 and
5 Exhibit 2. Accordingly, Schafer has satisfied the administrative prerequisites under Labor Code §
6 2699.3 in effect at the time of the postmark of his notice to bring a civil action to recover penalties
7 against Schafer under the PAGA.

8 18. As set forth above and in Exhibits 1 and 2, and as to Schafer and other former and
9 current employees in California, Defendants have violated California Labor Code Sections 510,
10 201, 202, 203, 226(a)(1), (2), (5) & (9), 246(l)(1), 403, 404, and 2802.

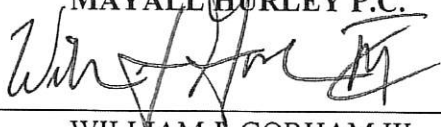
11 19. Wherefore, Schafer seeks civil penalties under the PAGA.

12 **PRAYER FOR RELIEF**

13 WHEREFORE, Schafer prays judgment against Defendants as follows:

- 14 1. For civil penalties recoverable under PAGA, including but not limited to those
15 available under Labor Code §§ 2699(f), 256, 226.3.
- 16 2. For statutory attorneys' fees and costs, including but not limited to those available
17 under Code of Civil Procedure § 1021.5 and Labor Code § 2699(g);
- 18 3. For prejudgment and post-judgment interest according to any applicable provision
19 of law or as otherwise permitted by law, including those available under Civil Code
20 §§ 3287(a) and 3289(b); and
- 21 4. For such other and further relief as the court deems just and proper.
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23 DATED: May 13, 2021

24 MAYALL HURLEY P.C.
25 By 
26 WILLIAM J. GORHAM III
27 Attorneys for Plaintiff, Tiffany Schafer
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