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SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

JUN 21 2021

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individually and on behalf of all others similarly situated.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

CHRISTOPHER SOLTYSIAK,
individually and on behalf of all others
similarly situated

Plaintiff,

vs.

STEVE'S TOWING, INC.; and DOES 1
through 20, inclusive,

Defendants.

Case No.: **CIV SB 2117968**

**COMPLAINT FOR VIOLATION OF THE
CALIFORNIA LABOR CODE PRIVATE
ATTORNEYS GENERAL ACT OF 2004
(CAL. LAB. CODE §§ 2698, ET SEQ.)**

1 Plaintiff Christopher Soltysiak, individually and on behalf of other aggrieved
2 employees, alleges as follows:

3 **NATURE OF ACTION AND INTRODUCTORY STATEMENT**

4 1. Plaintiff Christopher Soltysiak (“Plaintiff”) brings this representative action
5 pursuant to the Private Attorneys General Act of 2004, Cal. Lab. Code. § 2698 *et seq.*, against
6 defendants Steve’s Towing, Inc.; and DOES 1 through 20, inclusive (“Defendants”), on behalf
7 of himself individually and on behalf of non-exempt employees currently or formerly employed
8 by Defendants throughout California.

9 2. Defendants are in the business of towing.

10 3. Plaintiff is informed and believes, and thereon alleges, that Defendants have
11 increased their profits by violating state wage and hour laws by, among other things:

12 (a) Failing to pay all wages (including minimum and overtime wages);

13 (b) Failing to provide meal periods or compensation in lieu thereof;

14 (c) Failing to authorize or permit rest breaks or provide compensation in lieu thereof;

15 (d) Failing to provide accurate itemized wage statements; and

16 (e) Failing to pay all wages due upon separation of employment.

17 4. Plaintiff brings this lawsuit seeking monetary relief against Defendants on
18 behalf of himself and all other aggrieved employees in California to recover, among other
19 things, civil penalties pursuant to Labor Code §§ 2698, *et seq.*, interest, attorneys’ fees, costs,
20 and expenses.

21 **JURISDICTION AND VENUE**

22 5. This is a representative action pursuant to Private Attorneys General Act of 2004
23 (Cal. Lab. Code §§ 2698, *et seq.*)(“PAGA”). The civil penalties sought by Plaintiff exceeds the
24 minimal jurisdictional limits of the Superior Court and will be established according to proof at
25 trial.

26 6. This Court has jurisdiction over this action pursuant to the California
27 Constitution, Article VI, § 10, which grants the Superior Court original jurisdiction in all
28 causes except those given by statutes to other courts. The statutes under which this action is

1 brought do not specify any other basis for jurisdiction.

2 7. This Court has jurisdiction over all Defendants because, upon information and
3 belief, they are citizens of California, have sufficient minimum contacts in California or
4 otherwise intentionally avail themselves of the California market so as to render the exercise of
5 jurisdiction over them by the California courts consistent with traditional notions of fair play
6 and substantial justice.

7 8. Venue is proper in this Court because, upon information and belief, Defendants
8 reside, transact business or have offices in this county, or the acts and omissions alleged herein
9 took place in this county.

10 **THE PARTIES**

11 9. Plaintiff is a citizen of California. Plaintiff was employed by Defendants during
12 the relevant time period in California.

13 10. Plaintiff is informed and believes, and thereon alleges, that Defendants at all
14 times hereinafter mentioned, were and are employers as defined in and subject to the Labor
15 Code and IWC Wage Orders, whose employees were and are engaged throughout this county
16 and the State of California.

17 11. Plaintiff is unaware of the true names or capacities of the defendants sued herein
18 under the fictitious names DOES 1 through 20, but will seek leave of this Court to amend this
19 Complaint and serve such fictitiously named defendants once their names and capacities
20 become known.

21 12. Plaintiff is informed and believes, and thereon alleges, that each defendant acted
22 in all respects pertinent to this action as the agent of the other defendant, carried out a joint
23 scheme, business plan or policy in all respects pertinent hereto, and the acts of each defendant
24 are legally attributable to the other defendant. Furthermore, defendants in all respects acted as
25 the employer and/or joint employer of Plaintiff and the other aggrieved employees.

26 13. Plaintiff is informed and believes, and thereon alleges, that each and all of the
27 acts and omissions alleged herein were performed by, or are attributable to, Defendants and/or
28 DOES 1 through 20, acting as the agent or alter ego for the other, with legal authority to act on

1 the other's behalf. The acts of any and all Defendants were in accordance with, and represent,
2 the official policy of Defendants.

3 14. At all relevant times, Defendants, and each of them, acted within the scope of
4 such agency or employment, or ratified each and every act or omission complained of herein.
5 At all relevant times, Defendants, and each of them, aided and abetted the acts and omissions of
6 each and all the other Defendants in proximately causing the damages herein alleged.

7 15. Plaintiff is informed and believes, and thereon alleges, that each of said
8 Defendants is in some manner intentionally, negligently or otherwise responsible for the acts,
9 omissions, occurrences and transactions alleged herein.

10 **GENERAL ALLEGATIONS**

11 16. At all relevant times mentioned herein, Defendants employed Plaintiff and other
12 persons as non-exempt employees.

13 17. Plaintiff was employed in a non-exempt position at Defendants' California
14 business location(s) during the relevant time period.

15 18. Defendants continue to employ non-exempt employees within California.

16 19. Plaintiff is informed and believes, and thereon alleges, that at all times herein
17 mentioned, Defendants were advised by skilled lawyers, employees and other professionals
18 who were knowledgeable about California's wage and hour laws, employment and personnel
19 practices and the requirements of California law.

20 20. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
21 should have known that Plaintiff and other aggrieved employees were entitled to receive wages
22 for all time worked (including minimum wages and overtime wages) and that they were not
23 receiving all wages earned for work that was required to be performed. In violation of the
24 Labor Code and IWC Wage Orders, Plaintiff and other aggrieved employees were not paid all
25 wages (including minimum wages and overtime wages) for all hours worked, including but not
26 limited to work performed off-the-clock and during meal periods.

27 21. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
28 should have known that Plaintiff and other aggrieved employees were entitled to receive all

1 required meal periods or payment of one (1) additional hour of pay at Plaintiff and other
2 aggrieved employees' regular rate of pay when they did not receive a timely meal period. In
3 violation of the Labor Code and IWC Wage Orders, Plaintiff and other aggrieved employees
4 did not receive all timely meal periods or payment of one (1) additional hour of pay at Plaintiff
5 and other aggrieved employees' regular rate of pay when they did not receive a timely meal
6 period.

7 22. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
8 should have known that Plaintiff and other aggrieved employees were entitled to receive all rest
9 breaks or payment of one (1) additional hour of pay at Plaintiff and other aggrieved employees'
10 regular rate of pay when a rest break was missed. In violation of the Labor Code and IWC
11 Wage Orders, Plaintiff and other aggrieved employees did not receive all rest breaks or
12 payment of one (1) additional hour of pay at Plaintiff and other aggrieved employees' regular
13 rate of pay when a rest break was missed.

14 23. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
15 should have known that Plaintiff and other aggrieved employees were entitled to receive
16 itemized wage statements that accurately showed their gross and net wages earned, inclusive
17 dates of pay periods, employer name and address, total hours worked and all applicable hourly
18 rates in effect and the number of hours worked at each hourly rate in accordance with
19 California law. In violation of the Labor Code, Plaintiff and other aggrieved employees were
20 not provided with accurate itemized wage statements.

21 24. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
22 should have known that Plaintiff and other aggrieved employees were entitled to timely
23 payment of wages due upon separation of employment. In violation of the Labor Code,
24 Plaintiff and other aggrieved employees did not receive payment of all wages within
25 permissible time periods.

26 25. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
27 should have known they had a duty to compensate Plaintiff and other aggrieved employees, and
28 Defendants had the financial ability to pay such compensation but willfully, knowingly and

1 intentionally failed to do so all in order to increase Defendants' profits.

2 **FIRST CAUSE OF ACTION**

3 **ENFORCEMENT OF LABOR CODE §§ 2698 ET SEQ. ("PAGA")**

4 26. Plaintiff hereby re-alleges and incorporate by reference the previous paragraphs as
5 though fully set forth herein.

6 27. Pursuant to Labor Code § 2699(a), any provision of the Labor Code that provides
7 for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency
8 ("LWDA") or any of its departments, divisions, commissions, boards, agencies, or employees for
9 violation of the Labor Code may, as an alternative, be recovered through a civil action brought by
10 an aggrieved employee on behalf of himself or herself and other current or former employees
11 pursuant to the procedures specified in Labor Code § 2699.3.

12 28. For all provisions of the Labor Code except those for which a civil penalty is
13 specifically provided, Labor Code § 2699(f) imposes upon Defendants a penalty of one hundred
14 dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and two
15 hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent pay
16 period in which Defendants violated these provisions of the Labor Code.

17 29. Defendants' conduct violates numerous Wage Order and Labor Code sections,
18 including, but not limited to, the following:

- 19 a. violation of Labor Code §§ 201-203, 204, 210, 510, 558, 1182.12, 1194,
20 1194.2, 1197, and 1198 for failure to timely pay all earned wages
21 (including minimum wage and overtime wages) owed to Plaintiff and
22 other aggrieved employees during employment and upon separation of
23 employment as herein alleged;
- 24 b. violation of Labor Code §§ 226.7 and 512 for failure to provide meal
25 periods to Plaintiff and other aggrieved employees and failure to pay
26 premium wages for missed meal periods as herein alleged;
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- 1 c. violation of Labor Code § 226.7 for failure to permit rest breaks to
2 Plaintiff and other aggrieved employees and failure to pay premium wages
3 for missed rest periods as herein alleged;
4 d. violation of Labor Code § 226 and 226.3 for failure to provide accurate
5 itemized wage statements to Plaintiff and other aggrieved employees as
6 herein alleged; and
7 e. violation of Labor Code §§ 1174 and 1174.5 for failure to maintain
8 accurate and complete records showing, among other things, the hours
9 worked daily by and the wages paid to aggrieved employees.

10 30. Plaintiff is an “aggrieved employee” because he was employed by the alleged
11 violator and had one or more of the violations committed against him, and therefore is properly
12 suited to represent the interests of all other aggrieved employees.

13 31. Plaintiff has exhausted the procedural requirements under Labor Code § 2699.3 as
14 to Defendants and is therefore able to pursue a claim for penalties on behalf of himself and all
15 other aggrieved employees under PAGA.

16 32. Pursuant to Labor Code §§ 2699(a), 2699.3 and 2699.5, Plaintiff is entitled to
17 recover civil penalties, in addition to other remedies, for violations of the Labor Code sections
18 cited above.

19 33. For bringing this action, Plaintiff is entitled to attorney’s fees and costs incurred
20 herein.

21 **PRAYER FOR RELIEF**

22 Plaintiff, on his own behalf and on behalf of all others similarly situated, pray for relief
23 and judgment against Defendants, jointly and severally, as follows:

24 1. For civil penalties against Defendants on behalf of all aggrieved employees and
25 the LWDA pursuant to Labor Code § 2698, *et seq.*;

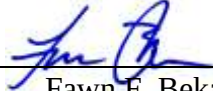
26 2. For reasonable attorneys’ fees, costs of suit, and interest to the extent permitted
27 by law, including, but not limited to, Code of Civil Procedure § 1021.5 and Labor Code § 2698
28 *et seq.*; and

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3. For such other relief as the Court deems just and proper.

Dated: June 21, 2021

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By: 
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Attorneys for Plaintiff Christopher Soltysiak