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Individually and on behalf of all aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

Samuel Singh, individually and on behalf of
all aggrieved employees,

Plaintiff,

vs.

West Covina Motor Group LLC; Trophy
Automotive Dealer Group LLC; and Does 1
through 20, inclusive,

Defendants.

Case No. **21STCV41713**

**REPRESENTATIVE ACTION COMPLAINT
FOR:**

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

1 Plaintiff Samuel Singh, individually and on behalf of other aggrieved employees, hereby
2 alleges as follows:

3 **NATURE OF ACTION AND INTRODUCTORY STATEMENT**

4 1. Plaintiff Samuel Singh (“Plaintiff”) brings this representative action against
5 Defendants West Covina Motor Group LLC, Trophy Automotive Dealer Group LLC, and Does
6 1 through 20, inclusive (collectively, “Defendants”), on behalf of himself individually and all
7 other aggrieved employees employed by Defendants throughout California. Plaintiff seeks to
8 recover civil penalties for all California-based aggrieved employees who incurred wage and hour
9 violations and losses as hereinafter described.

10 2. Defendant West Covina Motor Group LLC is an automobile dealership and is
11 located in West Covina, California.

12 3. Defendant Trophy Automotive Dealer Group LLC is an automobile dealership
13 with locations throughout Los Angeles County.

14 4. Through this action, Plaintiff alleges that Defendants have engaged in a
15 systematic pattern of wage and hour violations under the California Labor Code (“Labor Code”).

16 5. Plaintiff is informed and believe, and thereon allege, during the relevant time
17 period, Defendants had a consistent policy of violating state wage and hour laws by, among other
18 things:

- 19 (a) failing to pay minimum wages for all hours worked;
 - 20 (b) failing to pay overtime wages for all hours worked;
 - 21 (c) failing to provide lawful meal periods or compensation in lieu thereof;
 - 22 (d) failing to authorize or permit lawful rest breaks or provide compensation
23 in lieu thereof;
 - 24 (e) failing to provide accurate itemized wage statements;
 - 25 (f) failing to reimburse all business expenses;
 - 26 (g) failing to pay all wages due upon separation of employment; and
 - 27 (h) failing to produce all employment records.
- 28

1 6. Plaintiff brings this representative action seeking monetary relief against
2 Defendants on behalf of himself and other aggrieved employees to recover, among other things,
3 penalties, attorney's fees, costs and expenses pursuant to the Private Attorneys General Act of
4 2004, Labor Code § 2698, *et seq.* ("PAGA").

5 **JURISDICTION AND VENUE**

6 7. The monetary relief sought by Plaintiff exceeds the minimal jurisdictional limits
7 of the Superior Court and will be established according to proof at trial.

8 8. The Superior Court has jurisdiction over this action pursuant to the California
9 Constitution, Article VI, § 10, which grants the Superior Court original jurisdiction in all causes,
10 except those given by statutes to other courts. The statutes under which this action is brought do
11 not specify any other basis for jurisdiction.

12 9. The Superior Court has jurisdiction over all Defendants because, upon
13 information and belief, they are citizens of California, have sufficient minimum contacts in
14 California, or otherwise intentionally avail themselves of the California market so as to render
15 the exercise of jurisdiction over them by the California courts consistent with traditional notions
16 of fair play and substantial justice.

17 10. Venue is proper in the Superior Court because, upon information and belief,
18 Defendants reside, transact business, or have offices in this county, and the acts and omissions
19 alleged herein took place in this county.

20 **THE PARTIES**

21 11. Plaintiff is a citizen of California and worked for Defendants in California during
22 the relevant time periods as alleged herein.

23 12. Plaintiff is informed and believes, and thereon alleges, that Defendants are
24 corporations doing business throughout the State of California, and at all times hereinafter
25 mentioned, an employer as defined in and subject to the California Labor Code and Industrial
26 Welfare Commission ("IWC") Wage Orders, whose employees are and were engaged throughout
27 this county and the State of California.
28

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

14. Plaintiff is informed and believes, and thereon alleges, that Does 1 through 20 are or were the partners, agents, owners, shareholders, managers, or employees of Defendants at all relevant times.

15. Plaintiff is informed and believe, and thereon alleges, that each defendant acted in all respects pertinent to this action as the agent of the other defendant, carried out a joint scheme, business plan, or policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the other defendant. Furthermore, defendants in all respects acted as the employers and/or joint employers of Plaintiff and other aggrieved employees.

16. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and omissions alleged herein were performed by, or are attributable to, Defendants and/or Does 1 through 20, acting as the agent or alter ego for the other, with legal authority to act on the other's behalf. The acts of any and all Defendants were in accordance with, and represent, the official policy of Defendants.

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

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

GENERAL ALLEGATIONS

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

20. Defendants employed Plaintiff during the relevant time period.

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

5 22. Through this action, Plaintiff alleges that Defendants have engaged in a
6 systematic pattern of wage and hour violations under the California Labor Code and IWC Wage
7 Orders.

8 23. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
9 should have known that Plaintiff and other aggrieved employees were entitled to receive wages
10 for all time worked (including minimum wages and overtime wages) and that they were not
11 receiving all wages earned for work that was required to be performed. For example, Defendants
12 failed to pay Plaintiff and other aggrieved employees the minimum wage for all hours worked
13 when they were forced to work off-the-clock or non-productive time such as time spent on
14 required meetings, trainings, administrative tasks, clerical work and rest breaks when they were
15 paid on a commissions-only basis or working off-the-clock.

16 24. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
17 should have known that Plaintiff and other aggrieved employees were not paid all overtime wages
18 at the correct rate of pay by failing to account for all non-discretionary wages, bonuses, and
19 commissions. Moreover, Defendants improperly recovered draws paid to Plaintiff and other
20 aggrieved employees in previous pay periods from commissions and wages earned in subsequent
21 pay periods.

22 25. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
23 should have known that aggrieved employees were entitled to receive all required meal periods
24 or payment of one (1) additional hour of pay at the aggrieved employees' regular rate of pay
25 when they did not receive a timely, uninterrupted meal period. In violation of the Labor Code
26 and IWC Wage Orders, aggrieved employees did not receive all meal periods or payment of one
27 (1) additional hour of pay at the aggrieved employees' regular rate of pay when they did not
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1 receive a timely, uninterrupted meal period. Moreover, Plaintiff and other aggrieved employees
2 were required to be responsive to their cellular telephone during any purported breaks.

3 26. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
4 should have known that aggrieved employees were entitled to receive all rest breaks or payment
5 of one (1) additional hour of pay at the aggrieved employees' regular rate of pay when a rest
6 break was missed. In violation of the Labor Code and IWC Wage Orders, aggrieved employees
7 did not receive all rest breaks or payment of one (1) additional hour of pay at the aggrieved
8 employees' regular rate of pay when a rest break was missed, interrupted, or on-duty.

9 27. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
10 should have known that Plaintiff and aggrieved employees were entitled to receive itemized wage
11 statements that accurately showed the following information pursuant to the Labor Code: (1)
12 gross wages earned; (2) total hours worked by the employee; (3) the number of piece-rate units
13 earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all
14 deductions, provided that all deductions made on written orders of the employee may be
15 aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the period for
16 which the employee is paid; (7) the name of the employee and only the last four digits of his or
17 her social security number or an employee identification number other than a social security
18 number; (8) the name and address of the legal entity that is the employer; and (9) all applicable
19 hourly rates in effect during the pay period and the corresponding number of hours worked at
20 each hourly rate by the employee. The deficiencies include, among other things, the failure to
21 correctly state the gross wages earned, net wages earned, and all total hours worked by Plaintiff
22 and aggrieved employees. In violation of the Labor Code, Plaintiff and aggrieved employees
23 were not provided with accurate itemized wage statements.

24 28. Plaintiff is informed and believes, and thereon allege, that Defendants knew or
25 should have known that Plaintiff and aggrieved employees were entitled to timely payment of
26 wages during their employment. In violation of the Labor Code, Plaintiff and aggrieved
27 employees did not receive payment of all wages within permissible time periods.
28

1 29. Plaintiff is informed and believes, and thereon alleges, that Defendants were
2 required to indemnify and reimburse Plaintiff and other aggrieved employees for all expenditures
3 or losses caused by the employers' want of ordinary care and/or incurred in direct consequent of
4 the discharge of their duties but failed to indemnify and reimburse Plaintiff and other aggrieved
5 employees. For example, Defendants failed to reimburse Plaintiff and other aggrieved
6 employees for personal cellular device for work related purposes. Defendants also failed to
7 reimburse Plaintiff and other aggrieved employees for the cost of masks, gloves, and other
8 personal protective equipment ("PPE"). Thus, in violation of the Labor Code, Plaintiff and
9 aggrieved employees did not receive reimbursements for all business expenses.

10 30. Plaintiff is informed and believes, and thereon allege, that Defendants knew or
11 should have known that Plaintiff and aggrieved employees who separated from Defendants were
12 entitled to timely payment of wages upon separation of employment. In violation of the
13 California Labor Code, Plaintiff and these aggrieved employees did not receive payment of all
14 wages including, but not limited to, unpaid minimum and overtime wages, meal periods
15 premiums, and rest break premiums within permissible time periods.

16 31. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
17 should have known that Plaintiff and aggrieved employees who requested the contents of their
18 personnel records must be provided. However, Defendant failed to provide Plaintiff his time
19 records upon request. Thus, in violation of the Labor Code, Plaintiff and other aggrieved
20 employees are entitled to civil penalties.

21 **FIRST CAUSE OF ACTION**

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

23 32. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
24 though fully set forth herein.

25 33. Pursuant to Labor Code § 2699(a), any provision of the Labor Code that provides
26 for a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions,
27 commissions, boards, agencies or employees for violation of the code may, as an alternative, be
28 recovered through a civil action brought by an aggrieved employee on behalf of themselves or

1 herself and other current or former employees pursuant to the procedures specified in Labor Code
2 § 2699.3.

3 34. For all provisions of the Labor Code except those for which a civil penalty is
4 specifically provided, Labor Code § 2699(f) imposes upon Defendants a penalty of one hundred
5 dollars (\$100.00) for each aggrieved employee per pay period for the initial violations and two
6 hundred dollars (\$200.000) for each aggrieved employee per pay period for each subsequent pay
7 period in which Defendants violated these provisions of the Labor Code.

8 35. Defendants' conduct with respect to Plaintiffs and other aggrieved employees
9 violates numerous Labor Code sections including, but not limited to, the following:

- 10 a. Violation of Labor Code §§ 201-203, 210, 246, 510, 1194, 1194.2, 1197,
11 1198, and the IWC Wage Orders for failure to timely pay all earned wages
12 (including minimum and overtime wages) and failure to pay overtime wages
13 at the regular rate of pay owed to Plaintiff and other aggrieved employees
14 during employment as herein alleged;
- 15 b. Violation of Labor Code §§ 226.7 and 512 for failure to provide meal periods
16 to Plaintiff and other aggrieved employees and failure to pay premium wages
17 for missed meal periods as herein alleged;
- 18 c. Violation of Labor Code § 226.7 for failure to permit paid rest breaks to
19 Plaintiff and other aggrieved employees and failure to pay premium wages for
20 missed rest periods as herein alleged;
- 21 d. Violation of Labor Code §§ 1174 and 1174.5 for failure to maintain accurate
22 and complete records showing the hours worked daily by Plaintiff and other
23 aggrieved employees as herein alleged;
- 24 e. Violation of Labor Code §§ 2800 and 2802 for failure to reimburse Plaintiff
25 and other aggrieved employees for all reasonable and necessary business
26 expenses as herein alleged; and
- 27 f. Violation of Labor Code § 226 for failure to provide accurate itemized wage
28 statements to Plaintiff and other aggrieved employees as herein alleged.

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

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

38. Pursuant to Labor Code §§ 2699(a), 2699.3 and 2699.5, Plaintiff is entitled to recover civil penalties for violations of the Labor Code sections cited above.

39. For bringing this action, Plaintiff is entitled to attorney's fees and costs incurred herein.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of all other aggrieved employees, pray for judgment against Defendants as follows:

1. For civil penalties against Defendants on behalf of all aggrieved employees.

2. For reasonable attorney's fees and costs of suit to the extent permitted by law, including pursuant to California Labor Code §§ 2699(g) and California Code of Civil Procedure § 1021.5; and

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

Dated: November 4, 2021

LEBE LAW, APLC

By:



Jonathan L. Cook

Jonathan M. Lebe

Attorney for Plaintiff Samuel Singh