

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Stephen Goorvitch

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

MATTHEW SEGURA,

Plaintiff,

vs.

AAMCO TRANSMISSIONS; NEIL
EVANS; and DOES 1 to 25, inclusive,

Defendants.

) CASE NO.: **22STCV02080**

) **COMPLAINT FOR DAMAGES FOR:**

-) **1) FAILURE TO COMPENSATE FOR**
) **ALL HOURS WORKED;**
) **2) FAILURE TO PAY MINIMUM**
) **WAGES;**
) **3) FAILURE TO PAY OVERTIME;**
) **4) FAILURE TO PROVIDE**
) **ACCURATE ITEMIZED WAGE**
) **STATEMENTS;**
) **5) FAILURE TO PAY WAGES WHEN**
) **EMPLOYMENT ENDS;**
) **6) FAILURE TO PAY WAGES OWED**
) **EVERY PAY PERIOD;**
) **7) VIOLATION OF LABOR CODE**
) **SECTION 558;**
) **8) FAILURE TO MAINTAIN**
) **ACCURATE RECORDS;**
) **9) FAILURE TO GIVE REST BREAKS;**
) **10) FAILURE TO GIVE MEAL BREAKS**
) **11) PRIVATE ATTORNEYS GENERAL**
) **ACT ("PAGA");**
) **12) FAILURE TO REIMBURSE FOR**
) **BUSINESS EXPENSES;**
) **13) RETALIATION IN VIOLATION OF**
) **LABOR CODE SECTION 98.6;**
) **14) RETALIATION IN VIOLATION OF**
) **LABOR CODE SECTION 1102.5;**
) **15) WRONGFUL TERMINATION IN**
) **VIOLATION OF PUBLIC POLICY;**
) **16) VIOLATION OF CALIFORNIA**
) **BUSINESS AND PROFESSIONS**

1) **CODE SECTION 17200.**
2) **DEMAND FOR JURY TRIAL**
3)
4)
5)

6 COMES NOW Plaintiff, MATTHEW SEGURA (hereinafter "Plaintiff"), and alleges as
7 follows:
8

9 **PARTIES, JURISDICTION, VENUE**

10 1. Jurisdiction and Venue are proper in this Court and this action is properly filed in the
11 County of Los Angeles in this judicial district because Defendants AAMCO
12 TRANSMISSIONS; NEIL EVANS and DOES 1 to 25, inclusive, do business in the County of
13 Los Angeles and because Defendants' obligations and liabilities arise therein, and because the
14 work that was performed by Plaintiff in the County of Los Angeles is the subject of this action.
15 Moreover, Plaintiff's damages sought herein exceed \$25,000.
16

17 2. Plaintiff is a male resident of the County of Los Angeles, State of California.

18 3. Plaintiff is informed and believes that Defendant NEIL EVANS is a male
19 resident of the County of Los Angeles and is an individual that was acting on behalf of and was
20 the owner/managing agent of AAMCO TRANSMISSIONS. Plaintiff is including Defendant
21 NEIL EVANS ("EVANS") in this Complaint pursuant to California Labor Code section 558.1
22 as he was involved in the day-to-day operations of the business and personally controlled the
23 wages, hours, and/or working conditions of Plaintiff and other similarly situated aggrieved
24 employees, including hourly, non-exempt workers.
25

26 4. Plaintiff is informed and believes that at all times herein mentioned, Defendant
27
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1 AAMCO TRANSMISSIONS is and was a California business, form unknown, doing business
2 in Los Angeles County, California, and which employed Plaintiff. AAMCO
3 TRANSMISSIONS, EVANS, and DOES 1 to 25 are collectively referred to as “Defendants”
4 or “AAMCO”.

5 5. Plaintiff is further informed and believes, and therefore alleges that Defendant EVANS
6 is either the alter ego of AAMCO TRANSMISSIONS and/or who from January 2018 through
7 April 2021: (1) exercised control over Plaintiff’s wages, hours, and/or working conditions; (2)
8 caused Plaintiff to suffer or permit to work; (3) had an “at-will” employment relationship with
9 Plaintiff; and/or (4) engaged Plaintiff in such a manner so as to create a common law
10 employment relationship with Plaintiff, and/or are an employer or agent as defined by Labor
11 Code section 350.
12

13 6. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, or
14 associate of those defendants fictitiously sued as DOES 1 to 25, inclusive, and so Plaintiff sues
15 them by these fictitious names. Plaintiff is informed and believes that each of the DOE
16 defendants, numbers 1 to 25, reside in the State of California and are in some manner
17 responsible for the conduct alleged herein. Upon discovering the true names and capacities of
18 these fictitiously named defendants, Plaintiff will amend this complaint to show the true names
19 and capacities of these fictitiously named defendants.
20

21 7. Unless otherwise alleged in this complaint, Plaintiff is informed, and on the basis of
22 that information and belief, alleges that at all times herein mentioned, each of the remaining
23 codefendants, in doing the things hereinafter alleged, were acting within the course, scope, and
24 under the authority of their agency, employment, or representative capacity, with the consent
25 of his/her codefendants.
26

27 8. Individual Defendant EVANS and DOES 1 to 25, are liable for the acts of
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1 AAMCO TRANSMISSIONS as its alter egos. Recognition of separate existence would
2 promote injustice because Defendant EVANS and DOES 1 to 25 have in bad faith dominated
3 and controlled AAMCO TRANSMISSIONS. Plaintiff is informed and believes, and thereon
4 alleges that Defendant EVANS and DOES 1 to 25 have:

- 5 a) Commingled funds and assets of AAMCO TRANSMISSIONS with their own funds;
- 6 b) Diverted funds and other assets of AAMCO TRANSMISSIONS to other than
7 corporate uses;
- 8 c) Treated the assets of AAMCO TRANSMISSIONS as their own;
- 9 d) Failed to obtain authority to issue shares or to subscribe to issue shares of
10 AAMCO TRANSMISSIONS;
- 11 e) Failed to maintain minutes or adequate corporate records of AAMCO
12 TRANSMISSIONS;
- 13 f) Failed to adequately capitalize or provide any assets to AAMCO TRANSMISSIONS;
- 14 g) Diverted assets from AAMCO TRANSMISSIONS to themselves to the detriment of
15 creditors, including Plaintiff.

16 **GENERAL ALLEGATIONS**

17
18 9. Plaintiff started working for AAMCO approximately 2 years ago. His employment
19 ended on or around April 2021. Plaintiff was classified as an hourly, non-exempt employee.
20 Plaintiff and others were paid weekly.

21 10. AAMCO has committed numerous labor code violations against Plaintiff and other
22 similarly situated aggrieved employees, including all hourly, non-exempt employees who
23 worked for AAMCO at any of their California locations.

24 11. AAMCO did not provide Plaintiff and other similarly situated aggrieved employees
25 with the minimum wages to which they were entitled for all work performed and as such did
26 not compensate Plaintiff and others for all hours worked at the minimum wage rate pursuant to
27 California Labor Code sections 1194, 1197 and 1197.1. This is so because the company had a
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1 policy of rounding down employee hours to the detriment of the employees, which resulted in
2 employees such as Plaintiff not being paid for all hours worked. In addition, the company
3 would essentially pay Plaintiff for 40 hours of work per week despite the fact that Plaintiff
4 worked at least 10 hours per day, from 7am (opening the store) to 5pm. There was no formal
5 clock-in/clock-out system and the company simply paid Plaintiff and others at 40 hours per
6 week despite the fact that their regular hours were far in excess of that on a weekly basis. As
7 such, Plaintiff and others were not compensated at the minimum wage rate for all hours
8 worked. In addition, and to the extent Plaintiff and others worked through their meal periods,
9 they were not compensated for that time in contravention of California law. Pursuant to
10 California Industrial Welfare Commission (IWC) Order No. 4-2001/9-2001,
11 Section 9(B), "When tools or equipment are required by the employer or are necessary to the
12 performance of a job, such tools and equipment shall be provided and maintained by the
13 employer, except that an employee whose wages are at least two (2) times the minimum wage
14 provided herein may be required to provide and maintain hand tools and equipment customarily
15 required by the trade or craft." AAMCO unequivocally required its employees, including
16 Plaintiff, to provide their own hand tools to effectuate his job duties as a technician. The latter
17 was company policy. As such, AAMCO violated the aforementioned IWC Wage Order(s) in that
18 AAMCO required its technicians and other employees, including Plaintiff, to provide and
19 maintain hand tools and equipment customarily required by the trade but did NOT compensate
20 these employees at least two (2) times the minimum wage. Plaintiff and others' rate per hour is
21 not at least twice the California state minimum wage. As such, AAMCO violated the
22 aforementioned IWC Wage Order(s) against Plaintiff and other automotive technicians.

23 12. Due to the above "off the clock" violations, including the time shaving/rounding and
24 paying Plaintiff and others for 40 hours despite the actual number of hours worked, AAMCO
25 also violated Labor Code §510 because it failed to pay Plaintiff and other similarly situated
26 aggrieved employees ANY overtime, even though they worked more than 8 hours per day and/or
27 40 hours per week throughout their employment. Furthermore, AAMCO did not include bonuses
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1 and other forms of additional compensation in calculating the correct overtime rate of pay. As
2 alluded to above, overtime was NOT part of the company policy. Plaintiff regularly worked 50
3 or more hours per week based on his scheduled hours, but he was ONLY paid for 40 hours per
4 week. As such, Plaintiff never received overtime compensation at 1.5 times his regular rate for
5 hours worked in excess of 8 hours in a day or 40 hours in a week.

6 13. AAMCO violated Labor Code § 226.7 and the applicable Industrial Welfare Commission
7 Wage Order (no. 4 or 9) because it failed to provide Plaintiff and other similarly situated
8 aggrieved employees 10-minute rest periods for every four hours of work, or majority portion
9 thereof, throughout their employment. AAMCO did not completely relieve Plaintiff of all duty
10 during said rest periods. AAMCO did not pay to Plaintiff one additional hour of pay at Plaintiff's
11 regular rate of compensation for each workday that one or more statutory rest periods was not
12 provided. It was not part of the company policy and culture for employees such as Plaintiff and
13 others to take rest breaks. The opportunity to take uninterrupted, statutory rest breaks was not
14 available. As such, the culture and environment at AAMCO did not lend itself to the employees
15 receiving statutory breaks wherein they were relieved of all work duties. It was the normal
16 practice and custom of AAMCO not to authorize, permit, and enforce timely statutory rest
17 periods, especially due to the workload and consistent deadlines for the vehicles to be serviced.

18 AAMCO violated Labor Code §§ 512 and 226.7 and the applicable Industrial Welfare
19 Commission Wage Order (no. 4 or 9) because it failed to provide Plaintiff and other similarly
20 situated aggrieved employees the requisite 30-minute, uninterrupted meal periods for every five
21 (5) hours of work (and before the fifth hour) throughout their employment, and Plaintiff did not
22 validly waive said meal periods. AAMCO did not completely relieve Plaintiff of all duties
23 during said meal periods. AAMCO did not pay to Plaintiff one additional hour of pay at
24 Plaintiff's regular rate of compensation for each workday that one or more statutory meal periods
25 was not provided. If Plaintiff was able to get a meal period, it would be late and after the 5th hour
26 worked. In addition, if Plaintiff was somehow able to get a timely, statutory meal break, it would
27 be interrupted by work obligations and the manager asking Plaintiff to complete a task. Like the
28 rest breaks, receiving a timely, thirty-minute uninterrupted meal break was not part of the

1 company culture and was not enforced by AAMCO. It was the normal practice and custom of
2 AAMCO not to authorize, permit, and enforce timely statutory meal periods.

3 14. Furthermore, during the relevant time period, and due to the above labor code violations,
4 AAMCO failed to pay Plaintiff and other similarly situated aggrieved employees all wages due
5 to them within any time period specified by California Labor Code section 204. AAMCO was
6 also in violation of California Labor Code section 226(a) by failing to include pertinent
7 information on the wage statements, including but not limited to, the correct hourly rate, all hours
8 worked, overtime hours worked, correct overtime pay, gross wages earned, net wages earned,
9 premium pay for missed meal and rest breaks, all deductions, the correct start and end of the pay
10 period, all employee identifying information, the correct name and address of the legal employer,
11 and reimbursement for business expenses, among others. This is so partly because AAMCO did
12 not compensate its employees like Plaintiff at least two (2) times the minimum wage despite
13 requiring its employees to provide and maintain hand tools and equipment. As such, AAMCO
14 did not provide Plaintiff and other similarly situated aggrieved employees with complete,
15 accurate itemized wage statements.

16 15. AAMCO violated Labor Code § 203 because it willfully failed to pay Plaintiff and other
17 similarly situated aggrieved employees earned and due wages upon separation of employment,
18 either immediately upon involuntary termination, or within 72 hours of resignation. These
19 earned but unpaid wages include the unpaid minimum wages/compensation for all hours worked,
20 overtime, premium pay for missed meal and rest breaks, and business expense reimbursement,
21 among others. During the relevant time period, AAMCO also failed to keep accurate and
22 complete payroll records showing the correct wages paid (twice the minimum wage and the
23 correct overtime compensation) and recording of meal periods for Plaintiff and other aggrieved
24 employees pursuant to California Labor Code sections 1174(d).

25 16. During the relevant time period, Plaintiff and other aggrieved employees incurred
26 necessary, business-related expenses and costs that were not reimbursed by AAMCO. These
27 costs include, but are not limited to, the purchase of hand tools to use in carrying out their duties
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1 as automotive technicians. In addition, Plaintiff and others used their personal cell phones for
2 work purposes in taking photos of vehicles and issues and calling other businesses. Accordingly,
3 AAMCO was in violation of California Labor Code sections 2800 and 2802.

4 17. Furthermore, AAMCO violated the applicable Industrial Welfare Commission Wage
5 Order (Wage Order 4/9-2001, Section 14(b)) in that there was no proper suitable seating/break
6 area for employees. Moreover, AAMCO failed to provide Worker's Compensation coverage for
7 Plaintiff and other aggrieved employees in violation of Labor Code Section 3700.5 and also
8 failed to provide sick pay in violation of Labor Code Sections 232 and 246.

9 18. In addition, Plaintiff has claims against AAMCO for wrongful termination in violation
10 of public policy and in violation of Labor Code Sections 98.6 and 1102.5. Plaintiff was
11 terminated after complaining to AAMCO and its ownership about the aforementioned wage and
12 hour violations, including the fact that Plaintiff was not getting paid overtime at all and was not
13 taking any statutory breaks. Not shockingly, after bringing up his legal concerns to the employer,
14 he was terminated in April 2021 in violation of public policy.

15 **FIRST CAUSE OF ACTION**

16 **FAILURE TO COMPENSATE FOR ALL HOURS WORKED**

17 **(California Industrial Welfare Commission Order 4-2001/9-2001, California Code of**
18 **Regulations Title 8 Section 11040/11090, and California Labor Code Section 1198)**

19 **(Plaintiff against all named defendants and all DOE defendants)**

20 19. Plaintiff re-alleges and incorporates by reference each and every allegation in
21 paragraphs 1 through 18, inclusive, of this Complaint as though fully set forth herein.

22 20. At all times relevant herein, Defendants were required to compensate its employees for
23 all hours worked upon reporting for work at the appointed time stated by the employer
24 pursuant to Industrial Welfare Commission Order 4-2001/9-2001, California Code of
25 Regulations, Title 8, Section 11040/11090.

26 21. For the three (3) years preceding filing of this action, Defendants failed to compensate
27 Plaintiff for all hours worked.
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1 22. Under the aforementioned wage order and regulations, Plaintiff is to recover
2 compensation for all hours worked but not paid by Defendants for the three (3) years
3 preceding the filing of this Complaint.

4 23. As a proximate result of the aforementioned violations, Plaintiff has been damaged in
5 an amount according to proof at time of trial, but in an amount in excess of the jurisdiction of
6 this Court.

7 24. Defendants' conduct described herein violates Labor Code Section 512, 558, 1194, and
8 1198. Therefore, pursuant to Labor Code Sections 218.5, 512, 558, and 1194, Plaintiff is
9 entitled to recover damages for the nonpayment of wages for all hours worked, penalties, plus
10 reasonable attorney's fees and costs of suit.

11 25. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
12 along with any allowable interest, penalties, attorney's fees, and costs which will equal an
13 amount known to Plaintiff once he has obtained all of his payroll records from
14 Defendants.

15
16 **SECOND CAUSE OF ACTION**

17 **FAILURE TO PAY MINIMUM WAGES**

18 **(California Labor Code Sections 1194, 1194.2, 1197)**

19 **(Plaintiff against all named defendants and all DOE defendants)**

20 26. Plaintiff re-alleges and incorporates by reference each and every allegation in
21 paragraphs 1 through 25, inclusive, of this Complaint as though fully set forth herein.

22 27. Pursuant to Labor Code Sections 1194, 1194.2 and 1197, it is unlawful for an employer
23 to suffer or permit a California employee to work without paying wages at the minimum wage
24 rate for all hours worked as required by the applicable Industrial Welfare Commission
25 (hereinafter "IWC") Wage Order No. 4-2001/9-2001, codified at California Code of
26 Regulations, Title 8, Section 11040/11090, subdivision 4.

27 28. Pursuant to IWC Wage Order no. 4-2001/9-2001, subdivision 2(K)/(H), at all relevant
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1 times, "hours worked" included "the time during which an employee is subject to the control of
2 an employer, and includes all the time the employee is suffered or permitted to work, whether
3 or not required to do so..."

4 29. During his employment, Plaintiff was regularly required as a matter of uniform
5 policy and practice to work, and in fact worked, as an employee of Defendants and Plaintiff
6 was paid less than the minimum wage rate by Defendants for hours worked in violation of
7 California Labor Code Section 1197 and the applicable California Industrial Wage
8 Commission wage order(s).

9 30. Plaintiff was, at all relevant times, under the control of Defendants and suffered or
10 permitted to work by Defendants. Defendants' acts or omissions in failing to adequately
11 compensate Plaintiff were not in good faith nor were there reasonable grounds for Defendants
12 to believe that their acts or omissions were not contrary to California law.

13 31. For all hours worked by Plaintiff for which he was paid less than the minimum wage
14 rate by Defendants, Plaintiff is entitled to not less than the applicable California minimum
15 wage rate and, pursuant to Labor Code Section 1194.2(a), liquidated damages in an amount
16 equal to unpaid minimum wages and interests thereon. Pursuant to Labor Code Section 1194,
17 Plaintiff is also entitled to attorney's fees, costs and interests according to proof.

18 32. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
19 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
20 trial.

21 **THIRD CAUSE OF ACTION**

22 **FAILURE TO PAY OVERTIME**

23 **(California Industrial Welfare Commission Order 4-2001/9-2001, California Code of**
24 **Regulations Title 8 Section 11040/11090; California Labor Code Section 510)**
25 **(Plaintiff against all named defendants and all DOE defendants)**

26 33. Plaintiff re-alleges and incorporates by reference each and every allegation in
27 paragraphs 1 through 32, inclusive, of this Complaint as though fully set forth herein.
28

1 34. Pursuant to Industrial Welfare Commission Order No. 4-2001/9-2001, Cal. Code of
2 Regs., Title 8, Section 11040/10090, for the period of Plaintiff's employment, Defendants were
3 required to compensate Plaintiff for all overtime, which is calculated at one and one-half (1.5)
4 times the regular rate of pay for hours worked in excess of eight (8) in a day or forty (40) hours
5 in a week, and two (2) times the regular rate of pay for hours worked in excess of twelve (12)
6 hours in a day or hours worked in excess of eight (8) on the seventh consecutive work day in a
7 week.

8 35. Plaintiff was a non-exempt employee entitled to the protections of the California
9 Industrial Welfare Commission Order No. 4-2001/9-2001, California Code of Regulations,
10 Title 8, Section 11040/11090.

11 36. Plaintiff worked more than eight (8) hours in a single workday, twelve (12) hours in a
12 single workday or forty (40) hours in a single workweek on numerous occasions.

13 37. Plaintiff was entitled to the above overtime premiums.

14 38. Defendants did not pay Plaintiff premium wages of at least one and one-half times
15 Plaintiff's regular rate of pay for hours worked past eight (8) in a day. Defendants did not pay
16 Plaintiff premium wages of at least twice Plaintiff's regular rate of pay for hours worked past
17 twelve (12) in a day.

18 39. Defendants did not pay Plaintiff premium wages of at least one and one-half times
19 Plaintiff's regular rate of pay for hours worked past forty (40) in a week.

20 40. Plaintiff worked at least one pay period in which he was not properly paid overtime
21 within the three (3) years prior to the initiation of this lawsuit.

22 41. Defendants know or should know the actual dates of overtime worked, the amount of
23 overtime worked, and the amount of unpaid overtime due.

24 42. As a proximate result of Defendants' violations, Plaintiff has been damaged in an
25 amount according to proof at time of trial, but in an amount in excess of the jurisdiction of this
26 Court.

27 43. Pursuant to California Labor Code Sections 218.6, 510, 1194, and California Code of
28 Regulations, Title 8, Sections 11040/11090, Plaintiff is entitled to recover damages for the

1 nonpayment of overtime premiums for all overtime hours worked, penalties, interest, plus
2 reasonable attorney's fees and costs of suit.

3 44. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
4 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
5 trial.

6
7 **FOURTH CAUSE OF ACTION**

8 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

9 **(California Labor Code Section 226)**

10 **(Plaintiff against all named defendants and all DOE defendants)**

11 45. Plaintiff re-alleges and incorporates by reference each and every allegation in
12 paragraphs 1 through 44, inclusive, of this Complaint as though fully set forth herein.

13 46. Pursuant to California Labor Code Section 226, every employer must furnish each
14 employee an itemized statement of wages and deductions at the time of payment of wages.

15 47. Defendants knowingly and intentionally did not furnish Plaintiff with any pay stubs that
16 accurately reflected all information required by Labor Code Section 226, including but not
17 limited to, gross wages earned, including overtime, minimum wages, and premium pay for
18 missed meal and rest breaks, net wages earned, total hours worked by the employee, and all
19 deductions. Therefore, Defendants failed to maintain and provide accurate itemized wage
20 statements to Plaintiff in accordance with California Labor Code Section 226(a).

21 48. Pursuant to California Labor Code Section 226(e), Plaintiff is entitled to recover the
22 greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
23 occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay
24 period, not exceeding an aggregate amount of four thousand dollars (\$4,000), plus costs and
25 reasonable attorney's fees. Plaintiff only claims damages under this cause of action pursuant to
26 the 3-year period immediately preceding the date this lawsuit was filed.

27 49. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has
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1 sustained damages, including loss of earnings, in an amount to be established at trial. As a
2 further direct and proximate result of Defendants' unlawful conduct, as set forth herein,
3 Plaintiff is entitled to recover penalties, in an amount to be established at trial, as well as costs
4 and attorney's fees pursuant to statute.

5 50. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
6 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
7 trial.

8 **FIFTH CAUSE OF ACTION**

9 **FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS**

10 **(California Labor Code Sections 201, 203)**

11 **(Plaintiff against all named defendants and all DOE defendants)**

12 51. Plaintiff re-alleges and incorporates by reference each and every allegation in
13 paragraphs 1 through 50, inclusive, of this Complaint as though fully set forth herein.

14 52. Pursuant to California Labor Code Section 201(a), an employer who discharges an
15 employee must immediately pay for all compensation due and owing.

16 53. Pursuant to California Labor Code Section 202, when an employee resigns, the
17 employer must pay all compensation due and owing within 72 hours of resignation, or on the
18 employee's last day of work, if the employee gives more than 72 hours notice of resignation.

19 54. Pursuant to California Labor Code Section 203, if an employer willfully fails to pay,
20 without abatement or reduction, any wages of an employee whose employment ends, the wages
21 of the employee shall continue as a penalty from the due date at the same rate until paid or until
22 an action is commenced; however, the wages shall not continue for more than 30 days for
23 failure to pay an employee owed wages.

24 55. After Plaintiff's employment with Defendants ended, Defendants willfully refused and
25 continue to refuse to pay him unpaid wages as required by Labor Code Section 203.

26 56. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
27 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
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1 trial. Moreover, Plaintiff prays for the above-mentioned money from 3 years immediately
2 preceding the filing of this lawsuit.

3 57. Under this cause of action, Plaintiff also prays for attorney's fees and costs under
4 California Labor Code Section 218.5 for time spent pursuing the non-payment of wages as set
5 forth herein. Plaintiff also prays for interest under California Labor Code Section 218.6.

6 58. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
7 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
8 trial.

9 **SIXTH CAUSE OF ACTION**

10 **FAILURE TO PAY WAGES OWED EVERY PAY PERIOD**

11 **(California Labor Code Section 204)**

12 **(Plaintiff against all named defendants and all DOE defendants)**

13 59. Plaintiff re-alleges and incorporates by reference each and every allegation in
14 paragraphs 1 through 58, inclusive, of this Complaint as though fully set forth herein.

15 60. California Labor Code Section 204 establishes the fundamental right of all employees
16 in the State of California to be paid wages in a timely fashion for their work.

17 61. At all times relevant during the liability period, Defendants failed to pay Plaintiff the
18 full amount of all owed wages when due as required by California Labor Code Section 204.

19 62. Defendants failed to pay Plaintiff all wages earned each pay period. Plaintiff is
20 informed, believes, and thereon alleges, that all times relevant during the liability period,
21 Defendants maintained a policy or practice of not paying Plaintiff wages for all hours worked,
22 including overtime hours, the minimum wage, and premium pay for missed meal and rest
23 breaks.

24 63. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in an
25 amount, subject to proof, to the extent he was not paid all wages each pay period. The precise
26 amount of unpaid wages is not presently known to Plaintiff but can be determined directly
27 from Defendants' records or indirectly based on information from Defendants' records.
28

1 64. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
2 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
3 trial.

4 **SEVENTH CAUSE OF ACTION**

5 **VIOLATION OF LABOR CODE SECTION 558**

6 **(California Labor Code Section 558)**

7 **(Plaintiff against all named defendants and all DOE defendants)**

8 65. Plaintiff re-alleges and incorporates by reference each and every allegation in
9 paragraphs 1 through 64, inclusive, of this Complaint as though fully set forth herein.

10 66. California Labor Code Section 558 states that any person acting on behalf of an
11 employer who violates, or causes to be violated, a section of this chapter or any provision
12 regulating hours and days of work in any order of the Industrial Welfare Commission shall be
13 subject to a civil penalty for any initial violation, fifty dollars (\$50) for each underpaid
14 employee for each pay period for which the employee was underpaid in addition to an amount
15 sufficient to recover underpaid wages. The civil penalty for each subsequent violation is one
16 hundred dollars (\$100) for each underpaid employee for each pay period for which the
17 employee was underpaid in addition to an amount sufficient to recover underpaid wages.
18 Plaintiff claims penalties for five (5) years immediately preceding the date this lawsuit was
19 filed.

20 67. Plaintiff hereby alleges that named Defendants violated Labor Code Section 558. Thus,
21 Defendants are subject to civil penalties under the following laws:

- 22 a. California Labor Code Section 558. Defendants failed to pay Plaintiff regular
23 wages, including minimum wages, and overtime wages for overtime hours worked.
24 Defendants also failed to Plaintiff premium pay for missed meal and rest breaks. As
25 such, Defendants violated Section 558 under which penalties are due. Plaintiff
26 therefore prays for penalties of \$50.00 for the first pay period and \$100.00 for each
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subsequent violation for each pay period for which Plaintiff was underpaid in addition to an amount sufficient to recover underpaid wages.

b. California Labor Code Section 218.5 for recovery of costs and attorney's fees for relief associated with Plaintiff's prosecution of this cause of action under California Labor Code Sections 200, et seq. Defendants knowingly violated labor laws by not paying Plaintiff for his overtime hours worked and for all hours worked (including the minimum wage).

c. California Labor Code Section 211 and 218.5 for recovery of costs and attorney's fees for relief associated with Plaintiff's prosecution of this cause of action under California Labor Code Sections 200, et seq.

68. Under this cause of action, Plaintiff prays for all penalties and pay otherwise due under the statutes, regulations, and wage orders alleged in this cause of action along with any allowable interest, penalties, attorney's fees, and costs according to proof at trial.

69. Plaintiff also prays for Labor Code Section 211 and 218.5 recovery of costs and attorney's fees for the time Plaintiff's attorney spent prosecuting this cause of action.

EIGHTH CAUSE OF ACTION

FAILURE TO MAINTAIN ACCURATE RECORDS

(California Labor Code Section 1174(d))

(Plaintiff against all named defendants and all DOE defendants)

70. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 69, inclusive, of this Complaint as though fully set forth herein.

71. Labor Code section 1174(d) requires that employers, including Defendants, maintain accurate records showing the hours worked daily by its employees and to whom wages were paid.

72. Additionally, the "Records" section of the applicable IWC Wage Order obligates the

1 employer, including Defendants, to keep accurate information with respect to each one of their
2 employees including, but not limited to, the total wages paid each payroll period, and time
3 records showing when the employee begins and ends each work period, meal periods, split
4 shift intervals; the total daily hours worked; the total hours worked in the payroll period, and
5 the applicable rates of pay.

6 73. Pursuant to Labor Code section 1174.5, any person employing labor who willfully fails
7 to maintain accurate and complete records required by Labor Code section 1174(d) is subject
8 to a penalty. On information and belief, Defendants intentionally failed to maintain accurate
9 records of Plaintiff's total daily hours, the total hours worked in the payroll period, the
10 applicable rates of pay, and total wages earned for the payroll period.

11 74. As a direct result of Defendants' violations alleged herein, Plaintiff has suffered and
12 continues to suffer substantial losses related to Defendants' failure to record and maintain
13 records of meal and rest periods as well as time records.

14 75. Plaintiff seeks all available remedies for Defendants' violations including, but not
15 limited penalties, and costs to the extent permitted by law and according to proof at trial.

16 **NINTH CAUSE OF ACTION**

17 **FAILURE TO GIVE REST BREAKS**

18 **(Plaintiff against all named defendants and all DOE defendants)**

19 76. Plaintiff re-alleges and incorporates by reference each and every allegation in
20 paragraphs 1 through 75, inclusive, of this Complaint as though fully set forth herein.

21 77. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 22 a. Title 8 of the California Code of Regulations Sections 11040/11090(12)(A), which
23 provides that every employer shall authorize and permit all employees to take rest
24 periods, which insofar as practicable shall be in the middle of each work period.

25 The authorized rest period time shall be based on the total hours worked daily at the
26 rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof;
27
28

1 b. Title 8 of the California Code of Regulations Sections 11040/11090(12)(B), which
2 provides that if an employer fails to provide an employee a rest period in
3 accordance with the applicable provisions of this order, the employer shall pay the
4 employee one (1) hour of pay at employee's regular rate of compensation for each
5 workday that the rest period is not provided;

6 c. Title 8 of the California Code of Regulations sections 11040/11090(20)(A), which
7 penalizes the employer \$50.00 for each initial violation, per employee, of any
8 provision of the Wage Order, and \$100.00 for each additional violation thereafter
9 per employee; and
10

11 d. California Labor Code section 226.7, which states that (a) no employer shall require
12 any employee to work during any rest period mandated by an applicable order of
13 the Industrial Welfare Commission, and (b) if an employer fails to provide an
14 employee a rest period in accordance with an applicable order of the Industrial
15 Welfare Commission, the employer shall pay the employee one (1) additional hour
16 of pay at employee's regular rate of compensation for each work day that the rest
17 period is not provided.
18

19 78. Plaintiff alleges that he was not authorized and permitted to take a ten (10) minute rest
20 break after every four (4) hours of work or major fraction thereof, as required by California
21 law.

22 79. Under this cause of action, Plaintiff prays for wages due to him under the statutes,
23 regulations, and wage orders alleged in this cause of action along with any allowable interest,
24 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for
25 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.
26

27 80. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's
28

1 fees as well as interest under Labor Code section 218.6.

2 81. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
3 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
4 trial.

5 **TENTH CAUSE OF ACTION**

6 **FAILURE TO GIVE MEAL BREAKS**

7 **(Plaintiff against all named defendants and all DOE defendants)**

8 82. Plaintiff re-alleges and incorporates by reference each and every allegation in
9 paragraphs 1 through 81, inclusive, of this Complaint as though fully set forth herein.

10 83. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 11 a. California Labor Code section 512(a), which requires that employees be given a 30-
12 minute uninterrupted meal break after five (5) hours of work, and a second
13 uninterrupted meal break after ten (10) hours of work;
14
15 b. California Labor Code section 226.7, which states that (a) no employer shall require
16 any employee to work during any meal period mandated by an applicable order of
17 the Industrial Welfare Commission, and (b) if any employer fails to provide an
18 employee a meal period in accordance with an applicable order of the Industrial
19 Welfare Commission, the employer shall pay the employee one (1) additional hour
20 of pay at the employee's regular rate of compensation for each workday that the
21 meal period is not provided;
22
23 c. California Industrial Welfare Commission Order No. 4/9 section 11(B), as codified
24 under Title 8 of the California Code of Regulations Section 11040/11090, which
25 states that if an employer fails to provide an employee a meal period in accordance
26 with the applicable provisions of the Wage Order, the employer shall pay the
27 employee one (1) hour of pay at the employee's regular rate of compensation for
28

each workday that the meal period is not provided;

- d. California Industrial Welfare Commission Wage Order No. 4/9 Section 7(A)(3), as codified under Title 8 of the California Code of Regulations Section 11040/11090, which requires an employer to maintain records documenting its employees' meal periods;
- e. California Industrial Welfare Commission wage order No. 4/9 Section 20(A), as codified under California Code of Regulations Section 11040/11090, which penalizes the employer \$50.00 for each initial violation, per employee, of any provision of the Wage Order, and \$100.00 for each additional violation thereafter per employee; and
- f. California Labor Code section 1171 and 1173, which have given the California Labor Commission jurisdiction to enact Wage Orders (such as Wage Order no. 4 and 9) as enforceable law.

84. Plaintiff alleges that he was not authorized and permitted to take relieved meal breaks after five (5) hours of work. Plaintiff further alleges that he was not authorized and permitted to take a second relieved meal break after ten (10) hours of work, as required by California law. California Labor Code section 512(a) and California Industrial Welfare Commission Order No. 4/9, as codified under California Code of Regulations Sections 11040/11090 et. seq. requires that employees receive uninterrupted meal periods every five (5) hours of consecutive work, and that the meal period be at least 30 minutes in length, wherein employee is relieved of all work duty. California Labor Code section 226.7 provides that employers may not require their employees to work through their meal periods. California Labor Code section 226.7 and California Code of Regulations section 11040/11090 requires that if the employer fails to

1 provide the employee with an uninterrupted meal period, the employer must pay the employee
2 one (1) hour of pay for each work day that the meal period is not given.

3 85. Under this cause of action, Plaintiff prays for wages due to him under the statutes,
4 regulations, and wage orders alleged in this cause of action along with any allowable interest,
5 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for
6 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.

7 86. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's
8 fees as well as interest under Labor Code section 218.6.

9 87. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
10 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
11 trial.

12 **ELEVENTH CAUSE OF ACTION**

13 **PRIVATE ATTORNEYS GENERAL ACT**

14 **Individual and Representative Claim for PAGA penalties under California Labor Code**
15 **sections 201, 202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 232, 246, 510, 512, 558,**
16 **1174, 1174.5, 1194, 1197, 1198, 2802, 3700.5, and IWC Wage Order no. 4/9)**

17 **(Against all Defendants and all DOE Defendants)**

18 88. Plaintiff re-alleges and incorporates by reference each and every allegation in
19 paragraphs 1 through 87, inclusive, of this Complaint as though fully set forth herein.

20 89. Pursuant to law, Plaintiff provided the required written notice to the LWDA and
21 Defendants of the specific violations of the California Labor Code that Defendants
22 and DOE defendants have violated and continue to violate.

23 90. Pursuant to California Labor code section 2699.3, no response was received from the
24 LWDA within 65 days of the postmark date of the above-alleged letter.

25 91. Plaintiff therefore has exhausted all administrative remedies required of him under
26 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
27 cause of action and pursue penalties in a representative action for Defendants' violations of the
28 Labor Code.

1 92. Pursuant to California Labor Code section 2699, any provisions of the Labor Code that
2 provides for a civil penalty to be assessed and collected by the LWDA or any of its
3 departments, divisions, commissions, boards, agencies, or employees for violation of the code
4 may, as an alternative, be recovered through a civil action brought by an aggrieved employee
5 on behalf of himself or herself and other current or former employees pursuant to the
6 procedures specified in California Labor Code section 2699.3.
7

8 93. Plaintiff is an “aggrieved employee” because Plaintiff was employed by the alleged
9 violator and had one or more of the alleged violations committed against him, and therefore is
10 properly suited to represent the interests of other current and former hourly, non-exempt
11 employees who worked for AAMCO in the State of California during the relevant PAGA
12 period.

13 94. Based on the acts alleged above, Plaintiff, on behalf of himself and others, seeks
14 penalties under California Labor Code sections 2698 and 2699 because of Defendants’
15 violations of numerous provisions of the California Labor Code as alleged in this Complaint.

16 95. Plaintiff therefore has exhausted all administrative remedies required of him under
17 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
18 cause of action and pursue penalties in a representative action for Defendants’ violations of the
19 Labor Code.

20 96. California Labor Code section 2699 et seq. imposes penalties upon culpable
21 Defendants for violating the Labor Code.

22 97. California Labor Code section 558 establishes a civil penalty as follows: Any
23 employer or other person action on behalf of an employer who violates, or causes to be
24 violated, a section of this chapter or any provision regulating hours and days of work in any
25 order of the Industrial Welfare Commission (including the “Hours and Days of Work” section
26 of the Wage Order) shall be subject to a civil penalty of (1) for any initial violation, fifty
27 dollars (\$50) for each underpaid employee for each pay period for which the employee was
28

underpaid... (2) for each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid...

98. Plaintiff seeks penalties for Defendants' misconduct as alleged herein as permitted by law, but only those penalties that are required to be shared with the LWDA as Plaintiff is not seeking individual/victim specific relief or underpaid wages for Plaintiff or other aggrieved employees in this specific cause of action under the Private Attorneys General Act.

99. Specifically, Plaintiff seeks penalties under California Labor Code section 2699, for the following:

Violations of California Labor Code sections 201, 202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 232, 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1198, 2802, 3700.5 via 2698 and 2699 and any other Labor Codes and Industrial Welfare Commission Wage Order (Wage Order No. 4/9 and others) violated based on the facts alleged in this Complaint.

100. Pursuant to Labor Code section 2698 et seq., Plaintiff seeks to recover attorney's fees, costs, and civil penalties, on behalf of Plaintiff and other current and former aggrieved employees as alleged herein in an amount to be shown according to proof at trial and within the jurisdictional limits of this Court.

TWELFTH CAUSE OF ACTION

FAILURE TO REIMBURSE FOR BUSINESS EXPENSES

(Plaintiff against all Defendants and DOE Defendants, and each of them)

101. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 100, inclusive, of this Complaint as thought fully set forth herein.

102. Labor Code section 2802 provides that "[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties."

103. Beginning at least 3 years prior to the filing of this complaint, in order to discharge their duties for Defendant, Plaintiff incurred reasonable and necessary expenses in the course

1 of completing his job duties, which were not reimbursed by Defendant. These expenses
2 include, but are not limited to, the purchase of hand tools to use in carrying out their duties
3 as automotive technicians. In addition, Plaintiff and others used their personal cell phones for
4 work purposes in taking photos of vehicles and issues and calling other businesses.

5 104. Plaintiff is entitled to reimbursement for these necessary expenditures, plus interest
6 and attorney's fees and costs, under Labor Code section 2802.

7 **THIRTEENTH CAUSE OF ACTION**

8 **RETALIATION IN VIOLATION OF LABOR CODE SECTION 98.6**

9 **(California Labor Code section 98.6)**

10 **(Plaintiff against AAMCO TRANSMISSIONS and DOE Defendants, and each of them)**

11 105. Plaintiff re-alleges and incorporates by reference each and every allegation in
12 paragraphs 1 through 104, inclusive, of this Complaint as though fully set forth herein.

13 106. California Labor Code section 98.6 provides, in pertinent part, as follows:

14 "A person shall not discharge an employee or in any manner discriminate, retaliate, or
15 take any adverse action against any employee or applicant for employment because the
16 employee or applicant engaged in any conduct delineated in this chapter...or because
17 the employee or applicant...made a written or oral complaint that he or she is owed
unpaid wages...

18 107. In doing the things herein alleged, Defendants violated Labor Code
19 section 98.6 in that they retaliated against Plaintiff for complaining about his wages and about
20 the labor code violations that were being committed by Defendants as well as other illegal
21 activities being committed by Defendants in the workplace.

22 108. As a direct and proximate result of the aforementioned acts and omissions of
23 Defendants, Plaintiff suffered general and compensatory damages, including but not
24 limited to, loss of income (past and future), loss of employment benefits (past and future),
25 general and compensatory damages (past and future), mental pain and anguish and emotional
26 distress (past and future), and will continue to suffer in the future, in an amount to be proved at
27 trial. Moreover, pursuant to Labor Code section 98.6, an employer who violates this section is
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1 liable for a civil penalty not exceeding ten thousand dollars (\$10,000) per employee for each
2 violation of this section.

3 109. The foregoing conduct engaged in by Defendant AAMCO TRANSMISSIONS and
4 each of its directors, officers and/or managing agents, constitutes malice, fraud, and oppression
5 and was authorized, ratified, and carried on with a conscious and willful disregard of their
6 workers' right to work in an environment free of retaliation, so as to justify the imposition of
7 punitive damages to punish and set an example of said Defendants.
8

9 **FOURTEENTH CAUSE OF ACTION**

10 **RETALIATION IN VIOLATION OF LABOR CODE SECTION 1102.5**

11 **(Plaintiff against AAMCO TRANSMISSIONS and DOE Defendants, and each of them)**

12 110. Plaintiff re-alleges and incorporates by reference each and every allegation in
13 paragraphs 1 through 109, inclusive, of this Complaint as though fully set forth herein.
14

15 111. At all times material to this Complaint, California Labor Code § 1102.5 was in effect
16 and binding on Defendants. This section requires Defendants to refrain from
17 retaliating against an employee for refusing to participate in an activity that he/she reasonably
18 believes would result in a violation of state or federal statute, or a violation or
19 noncompliance with a state or federal rule or regulation. California Labor Code section
20 1102.5 also requires Defendants to refrain from retaliating against an employee for disclosing
21 information to a person with authority over the employee if the employee has reasonable cause
22 to believe that the information discloses a violation of state or federal statute, or a violation of
23 or noncompliance with a local, state, or federal rule or regulation, regardless of whether
24 disclosing the information is part of the employee's job duties.
25

26 112. As discussed fully above, Plaintiff complained to Defendants about the company's
27 illegal conduct and the labor code violations being committed against Plaintiff.
28

1 113. Defendant AAMCO TRANSMISSIONS retaliated against Plaintiff for his
2 whistleblowing, as alleged above, all in violation of Labor Code § 1102.5.

3 114. As a direct and proximate result of the aforementioned acts and omissions of
4 Defendant AAMCO TRANSMISSIONS, Plaintiff suffered general and compensatory
5 damages, including but not limited to, loss of income (past and future), loss of employment
6 benefits (past and future), general and compensatory damages (past and future), mental pain
7 and anguish and emotional distress (past and future), and will continue to suffer in the future,
8 in an amount to be proved at trial.

9
10 115. Plaintiff requests all available relief under Labor Code § 1102.5 including damages
11 and the imposition of civil penalties of \$10,000 for each violation as well as attorney's fees.

12 **FIFTEENTH CAUSE OF ACTION**

13 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**

14 **(Against Defendant AAMCO TRANSMISSIONS and all DOE Defendants)**

15 116. Plaintiff re-alleges and incorporates by reference each and every allegation in
16 paragraphs 1 through 115, inclusive, of this Complaint as though fully set forth herein.

17
18 117. At all times during his employment with Defendant AAMCO TRANSMISSIONS,
19 Plaintiff performed his duties with the utmost diligence and competence.

20 118. Plaintiff is informed and believes and thereon alleges that Defendants' decisions and
21 actions to treat him differently, harass him, and ultimately terminate his employment as alleged
22 herein, was motivated by Plaintiff's whistleblowing and complaints about illegal activity at the
23 workplace as well as wage and hour violations being committed against Plaintiff. Defendant
24 AAMCO TRANSMISSIONS intentionally created the aforementioned retaliation, thereby not
25 giving Plaintiff an opportunity to work in an environment free of retaliation.

26 119. The employment of Plaintiff was wrongfully terminated in April 2021
27 in violation of the fundamental public policy of the State of California with respect to
28 retaliating against an employee on account of his whistleblowing. Moreover, Plaintiff was

1 forced to hire an attorney to assist him to end these illegal activities. Said conduct violated
2 statutory and constitutional expressions of public policy including, the California Labor Code
3 and the California Constitution, Article 1 section 8.

4 120. As set forth above, said actions by Defendants were wrongful and in violation of the
5 fundamental principles of the public policy of the State of California as reflected in its laws,
6 objectives and policies. Said statutes and constitutional expressions of public policy include,
7 but are not limited to, California Labor Code sections 98.6 and 1102.5 and the California
8 Constitution, Article 1 section 8. These laws inure to the benefit of the public at large, and not
9 just the private interests of the employers and employees whom they govern or protect.

10 121. As a direct and proximate result of the aforementioned acts and omissions of
11 Defendants, Plaintiff suffered general and compensatory damages, including but not limited to,
12 loss of income (past and future), loss of employment benefits (past and future), general and
13 compensatory damages (past and future), mental pain and anguish and emotional distress (past
14 and future), and will continue to suffer in the future, in an amount to be proved at trial.

15 122. The foregoing conduct engaged in by Defendants and each of their directors, officers
16 and/or managing agents, constitutes malice, fraud, and oppression and was authorized, ratified,
17 and carried on with a conscious and willful disregard of their workers' right to work in an
18 environment free of retaliation due to whistleblowing, so as to justify the imposition of
19 punitive damages to punish and set an example of said Defendants.
20

21 **SIXTEENTH CAUSE OF ACTION**

22 **VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200**

23 **(California Business and Professions Code Section 17200)**

24 **(Plaintiff against Defendant AAMCO TRANSMISSIONS and all DOE defendants)**

25 123. Plaintiff re-alleges and incorporates by reference each and every allegation in
26 paragraphs 1 through 122, inclusive, of this Complaint as though fully set forth herein.
27
28

1 124. By virtue of the foregoing statutes, regulations, and laws, the acts of Defendants
2 constitutes unfair and unlawful business practices under California Business and Professions
3 Code Section 17200, et seq.

4 125. Defendant's violations of California labor laws and the Labor Code constitutes a
5 business practice because it was done repeatedly over a significant period of time in a
6 systematic manner that was detrimental to Plaintiff.

7 126. For the four years preceding the filing of this action, Plaintiff has suffered damages
8 and request damages and/or restitution of all monies and profits to be disgorged from
9 Defendant AAMCO TRANSMISSIONS in an amount according to proof at time of trial, but in
10 excess of the jurisdiction of this Court.

11 WHEREFORE, Plaintiff prays for Judgment against Defendants, and each of them, as
12 follows:

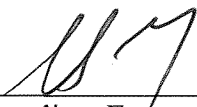
- 13 1. For compensatory damages including lost past and future wages, regular wages,
14 overtime, and all other sums of money, including employment benefits, together
- 15 2. with interest on said amounts, and any other economic injury to Plaintiff, including for
16 payment of regular hours, wages for all hours worked, prevailing wage, and overtime
17 wages, according to proof;
- 18 3. For general damages according to proof;
- 19 4. For special and consequential damages to the extent allowed by law;
- 20 5. For damages for wages and overtime not paid to Plaintiff in an amount subject to proof
21 at trial;
- 22 6. For an award of punitive damages against Defendants according to proof;
- 23 7. For restitution and disgorgement for all unfair business practices by Defendant Flores
24 Painting & Drywall, Inc. against Plaintiff in an amount according to proof;
- 25 8. For an order enjoining Defendant Flores Painting & Drywall, Inc. from further unfair
26 and unlawful business practices in violation of Business and Professions Code section
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1 17200, et seq.;

- 2 9. For damages and penalties against Defendants under Labor Code section
3 226 for Plaintiff in an amount subject to proof at trial;
- 4 10. For damages and penalties pursuant to Labor Code section 203 against Defendants in
5 an amount subject to proof at trial;
- 6 11. For maximum civil penalties available under the Labor Code and applicable Wage
7 Order against Defendants as described more particularly in the Complaint and
8 representative PAGA notice;
- 9 12. For all remedies available to Plaintiff under the applicable Wage Order and the
10 Labor Code including an award of unpaid wages, attorney's fees, costs, interest,
11 liquidated damages, damages, penalties, and waiting time penalties according to proof
12 to the extent permitted by law;
- 13 13. For the imposition of civil penalties and/or statutory penalties;
- 14 14. Reasonable attorney's fees where available by law, including but not limited to,
15 pursuant to Labor Code section 2698 et seq., and other provisions of the Labor Code;
- 16 15. For one hour of wages due to Plaintiff for each work period of more than five (5) hours
17 when Plaintiff did not receive an uninterrupted thirty (30) minute meal period.
- 18 16. For one hour of wages due to Plaintiff for each work period of at least three-and-a-half
19 (3.5) hours when Plaintiff did not receive an uninterrupted ten (10) minute rest period.
- 20 17. Costs and expenses of suit incurred herein;
- 21 18. For all interest as allowed by law;
- 22 19. For such other and further relief as the Court deems just and proper.

23
24
25 DATED: December 7, 2021

MESSRELIAN LAW INC.

26 By 
27 Harout Messrelian, Esq.
28 Attorneys for Plaintiff Matthew Segura

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DATED: December 7, 2021

By 
Harout Messrelian, Esq.
Attorneys for Plaintiff Matthew Segura