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Attorneys for Plaintiff Alex Aguila, on behalf of himself and all “aggrieved employees” pursuant to Labor Code § 2698 *et seq.*

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

ALEX AGUILA, on behalf of himself and all
 “aggrieved employees” pursuant to Labor
 Code § 2698 *et seq.*,

Plaintiffs,

v.

WALNUT-VISTA AUTOMOTIVE IND,
 INC., a California corporation; A-CAR AUTO
 REPAIR, a California corporation; and DOES
 1 through 10, inclusive,

Defendants.

CASE NO: **23AHCV00056**

**REPRESENTATIVE ACTION
 COMPLAINT FOR PENALTIES
 PURSUANT TO LABOR CODE § 2699(f)
 FOR VIOLATIONS OF LABOR CODE
 §§ 201, 202, 226(a), 226.7, 510, 512, AND
 1194, AND PURSUANT TO LABOR
 CODE § 2699(a) FOR VIOLATIONS OF
 LABOR CODE §§ 226.3 AND 558**

1 Plaintiff ALEX AGUILA (“Plaintiff”), on behalf of himself and others as an “aggrieved
2 employee” under the Labor Code Private Attorneys General Act of 2004 (“PAGA”), complains of
3 WALNUT-VISTA AUTOMOTIVE IND, INC., a California corporation, A-CAR AUTO REPAIR,
4 a California corporation, and/or any subsidiaries or affiliated companies (hereinafter referred to as
5 “Defendants”), as follows:

6 **I.**

7 **INTRODUCTION AND FACTUAL BACKGROUND**

8 1. This is a Representative Action, pursuant to Labor Code § 2698 *et seq.*, on behalf of
9 Plaintiff and other non-exempt California employees who currently work or formerly worked for
10 Defendants (“Aggrieved Employees”).

11 2. For at least one (1) year prior to the filing of this action and at least one (1) year prior
12 to the date Plaintiff began the process of exhausting the administrative requirements, pursuant to
13 Labor Code § 2698 *et seq.*, and continuing to the present (the “liability period”), Defendants have had
14 consistent policies of:

15 a. Failing to pay Plaintiff and other Aggrieved Employees all minimum and
16 overtime wages due, in violation of Labor Code §§ 510, 558, and 1194. Plaintiff and other Aggrieved
17 Employees worked in excess of eight (8) hours in a workday or in excess of forty (40) hours in a
18 workweek, but were not paid proper overtime wages of one-and-one-half times the regular rate of
19 pay. Plaintiff and other Aggrieved Employees were often paid straight-time wages for overtime hours
20 worked. In addition, Plaintiff and other Aggrieved Employees routinely worked multiple hours per
21 pay period that went entirely unpaid, resulting in significant unpaid minimum and overtime wages.
22 These instances violate Labor Code §§ 510, 558, and 1194 and IWC Wage Order 9-2001;

23 b. Failing to pay premium wages to Plaintiff and other Aggrieved Employees who
24 were denied rest periods, in violation of Labor Code § 226.7 and IWC Wage Order No. 9-2001.
25 Plaintiff and Aggrieved Employees were routinely unable to take a 10-minute rest period for every
26 four (4) hours of work or major fraction thereof, but were not paid premium wages of one hour’s pay
27 for each missed rest period. They were rarely, if ever, provided with a legally compliant rest period,
28

1 and were never paid a premium wage for any missed rest period. This violates Labor Code § 226.7
2 and IWC Wage Order No. 9-2001;

3 c. Failing to pay premium wages to Plaintiff and Aggrieved Employees who were
4 denied proper meal periods, in violation of Labor Code §§ 226.7, 510, 512, 558, and 1194 and IWC
5 Wage Order 9-2001. Plaintiff and Aggrieved Employees were routinely denied, and not authorized
6 to take, a proper, timely, uninterrupted, 30-minute meal period for every shift worked that exceeded
7 five hours, or a second proper, timely, uninterrupted, 30-minute meal period for every shift worked
8 that exceeded ten hours, but were not paid premium wages of one hour's pay for each missed first or
9 second meal period. When they are able to take a meal period, they were oftentimes late, cut short, or
10 on-duty, and subject to Defendants' control. This violates Labor Code §§ 226.7, 510, 512, 558, 1194
11 and IWC Wage Order 9-2001;

12 d. Failing to provide Plaintiff and other Aggrieved Employees with wage
13 statements that fully and accurately itemized the requirements set forth in Labor Code § 226(a).
14 Plaintiff and other Aggrieved Employees were not paid all wages due, as stated above. As such, the
15 wage statements provided by Defendants failed to accurately state all gross wages earned, in violation
16 of Labor Code §§ 226(a)(1) and 226.3, total hours worked, in violation of Labor Code §§ 226(a)(2)
17 and 226.3, all deductions, in violation of Labor Code §§ 226(a)(4) and 226.3, net wages earned, in
18 violation of Labor Code §§ 226(a)(5) and 226.3, and all applicable hourly rates in effect during the
19 pay period and the corresponding number of hours worked at each hourly rate, in violation of Labor
20 Code §§ 226(a)(9) and 226.3; and

21 e. Failing to pay Plaintiff and other Aggrieved Employees all wages due at the
22 separation of their employment based on the time frames required by Labor Code §§ 201 and 202. As
23 stated above, Plaintiff and other Aggrieved Employees were not paid all wages due during the course
24 of their employment and, as a result of this failure, they were not timely paid all wages due at the
25 separation of their employment. This violates Labor Code §§ 201-202 and is alleged on behalf of
26 Plaintiff and certain Aggrieved Employees no longer employed by Defendants.

27 3. Plaintiff, on behalf of himself and all Aggrieved Employees pursuant to Labor Code §
28 2698 *et seq.*, seeks civil penalties for Defendants' violations of the California Labor Code.

4. Venue is proper in this judicial district, pursuant to Code of Civil Procedure § 395. The Labor Code violations alleged against Defendants herein arose in Los Angeles County, California.

II.

PARTIES

A. Plaintiff

5. Plaintiff ALEX AGUILA was employed by Defendants from March 2020 through October 2022 as a non-exempt employee in Los Angeles County, California.

B. Defendants

6. Defendant WALNUT-VISTA AUTOMOTIVE IND, INC., a California corporation, employed Plaintiff and Aggrieved Employees throughout the State of California, including Los Angeles County, California.

7. Defendant A-CAR AUTO REPAIR, a California corporation, employed Plaintiff and Aggrieved Employees throughout the State of California, including Los Angeles County, California.

8. The true names and capacities, whether individual, corporate, associate, or otherwise, of Defendants sued herein as DOES 1 to 10, inclusive, are currently unknown to Plaintiff, who therefore sues Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants designated herein as a DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants designated hereinafter as DOES when such identities become known.

9. Plaintiff is informed and believes, and based 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 is legally attributable to the other Defendants.

10. The Defendants named herein as DOE 1 through DOE 10 are and were persons acting on behalf of, or acting jointly with, Defendants, who violated, or caused to be violated, one or more provisions of the California Labor Code as alleged herein.

III.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

**PLAINTIFF AND ALL AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS
PENALTIES PURSUANT TO LABOR CODE § 2699(f) FOR VIOLATIONS OF LABOR
CODE §§ 201, 202, 226(a), 226.7, 510, 512, AND 1194 AND PURSUANT TO LABOR CODE
§ 2699(a) FOR VIOLATIONS OF LABOR CODE §§ 226.3 AND 558**

11. Plaintiff incorporates paragraphs 1 through 10 of this Complaint as though fully set forth herein.

12. As a result of the acts alleged above, including the Labor Code violations set forth in paragraph 2 above, Plaintiff seeks civil penalties pursuant to Labor Code §§ 2698 *et seq.*

13. For each such violation, Plaintiff and all other Aggrieved Employees are entitled to penalties and other relief in an amount to be shown at the time of trial subject to the following formula:

a. Pursuant to Labor Code § 2699(f), \$100 for each initial violation and \$200 for each subsequent violation of Labor Code §§ 201, 202, 226(a), 226.7, 510, 512, and 1194; and

b. Pursuant to Labor Code § 2699(a), the penalties as authorized by Labor Code §§ 226.3 and 558.

14. Civil penalties recovered will be allocated 75% to the Labor and Workforce Development Agency, and 25% to the affected employees.

15. On November 1, 2022, Plaintiff sent a letter, by online submission to the LWDA and by certified mail, return receipt requested, to Defendants setting forth the facts and theories of the violations alleged against Defendants, as prescribed by Labor Code § 2698 *et seq.* Pursuant to Labor Code § 2699.3(a)(2)(A), no notice was received by Plaintiff from the LWDA within sixty-five (65) calendar days of November 1, 2022. Plaintiff may therefore commence this action to seek civil penalties pursuant to Labor Code § 2698 *et seq.*

Wherefore, Plaintiff and the Aggrieved Employees he seeks to represent request relief as described below.

IV.

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

1. For civil penalties pursuant to Labor Code § 2698 *et seq.* for Plaintiff and all other Aggrieved Employees;
2. An award providing for payment of costs of suit pursuant to Labor Code § 2699(g)(1) and other applicable law;
3. An award of attorneys' fees pursuant to Labor Code § 2699(g)(1) and other applicable law; and
4. Such other and further relief as this Court may deem just and proper.

Dated: January 9, 2023

Respectfully submitted,

GAINES & GAINES
A Professional Law Corporation

By: Daniel F. Gaines
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