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Executive Officer/Clerk of Court,
By M. Davis, Deputy Clerk

Attorneys for Plaintiff Jose Ramirez, 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**

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

Plaintiff,

v.

ANTELOPE VALLEY TOWING, INC., a
California corporation, and DOES 1 through
10, inclusive,

Defendants.

CASE NO: **23AVCV00626**

**REPRESENTATIVE ACTION
COMPLAINT FOR PENALTIES
PURSUANT TO LABOR CODE § 2699(f)
FOR VIOLATIONS OF LABOR CODE
§§ 201, 202, 226(a), 226.7, 246, 510, 512,
1174, 1174.5, AND 1194 AND PURSUANT
TO LABOR CODE § 2699(a) FOR
VIOLATIONS OF LABOR CODE §§ 226.3
AND 558**

1 Plaintiff JOSE RAMIREZ (“Plaintiff”), on behalf of himself and others as an “aggrieved
2 employee” under the Labor Code Private Attorneys General Act of 2004, complains of ANTELOPE
3 VALLEY TOWING, INC., a California corporation, and any subsidiaries or affiliated companies
4 (hereinafter referred to as “Defendants”) as follows:

5 **I.**

6 **INTRODUCTION AND FACTUAL BACKGROUND**

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

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

14 a. Failing to pay all overtime wages earned during the course of employment, in
15 violation of Labor Code §§ 510, 558, and 1194. Defendant paid Plaintiff and Aggrieved
16 Employees straight time wages only, with no adjustment for premium overtime wages.
17 Specifically, Plaintiff and Aggrieved Employees would work in excess of eight (8) hours per
18 day and forty (40) hours per week, but were not properly compensated for all work performed
19 in excess of eight (8) hours in a workday and work performed in excess of forty (40) hours in
20 a workweek at a rate of no less than one and one-half times the regular rate of pay. This
21 violates Labor Code 510, 558, and 1194;

22 b. Failing to pay premium wages to Plaintiff and other Aggrieved Employees who
23 were denied proper meal periods, in violation of Labor Code §§ 226.7, 512, and 558 and IWC
24 Wage Order 9-2001. Plaintiff and other Aggrieved Employees were routinely denied, and not
25 authorized to take, a proper, timely, uninterrupted, 30-minute meal period for every shift
26 worked that exceeded five hours, or a second proper, timely, uninterrupted, 30-minute meal
27 period for every shift worked that exceeded ten hours, but were not paid premium wages of
28 one hour’s pay for each missed first or second meal period. Plaintiff and Aggrieved Employees

1 were too busy to take a meal period during their employment and were not paid premium
2 wages at the correct rates in lieu thereof. Defendants also failed to maintain meal records
3 showing the start and stop time of meal periods. This violates Labor Code §§ 226.7, 512, 558,
4 1174, and 1174.5, and IWC Wage Order 9-2001;

5 c. Failing to pay premium wages to Plaintiff and Aggrieved Employees who were
6 denied rest periods, in violation of Labor Code § 226.7 and IWC Wage Order No. 9-2001.
7 Plaintiff and Aggrieved Employees were routinely unable to take a 10-minute rest period for
8 every four (4) hours of work or major fraction thereof, but were not paid premium wages of
9 one hour's pay for each missed rest period. Plaintiff and Aggrieved Employees were too busy
10 to take a rest period during their employment and were not paid premium wages at the correct
11 rates in lieu thereof. This violates Labor Code § 226.7 and IWC Wage Order No. 9-2001;

12 d. Failing to provide Plaintiff and Aggrieved Employees with wage statements or
13 a separate document at the time of the payment of wages that set forth all accrued sick leave,
14 nor are they provided sick leave, in violation of Labor Code § 246;

15 e. Failing to provide Plaintiff and other Aggrieved Employees with wage
16 statements that fully and accurately itemized the requirements set forth in Labor Code §
17 226(a). Plaintiff and Aggrieved Employees were not paid all wages due, as stated above. As
18 such, the wage statements provided by Defendants failed to accurately state all gross wages
19 earned, in violation of Labor Code §§ 226(a)(1) and 226.3, total hours worked, in violation of
20 Labor Code §§ 226(a)(2) and 226.3, net wages earned, in violation of Labor Code §§ 226(a)(5)
21 and 226.3, and all applicable hourly rates in effect during the pay period and the corresponding
22 number of hours worked, Labor Code §§ 226(a)(9) and 226.3; and
23

24 f. Failing to pay Plaintiff and certain Aggrieved Employees all wages due at the
25 separation of their employment based on the time frames required by Labor Code §§ 201 and
26 202. As stated above, Plaintiff and certain Aggrieved Employees were not paid all wages due
27 during the course of their employment and, as a result of this failure, they were not timely
28

1 paid all wages due at the separation of their employment. This violates Labor Code §§ 201-
2 202 and is alleged on behalf of Plaintiff and those Aggrieved Employees no longer employed
3 by Defendants.

4 3. Plaintiff, on behalf of himself and all Aggrieved Employees pursuant to Labor Code §
5 2698 *et seq.*, seeks civil penalties for Defendants' violations of the California Labor Code.

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

8 **III.**

9 **PARTIES**

10 **A. Plaintiff**

11 5. Plaintiff JOSE RAMIREZ was employed by Defendants from August 2016 through
12 February 2023 as a non-exempt employee in Los Angeles County, California.

13 **B. Defendant**

14 6. Defendants ANTELOPE VALLEY TOWING, INC. is a California corporation that
15 employed Plaintiff and Aggrieved Employees in Los Angeles County, California.

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

23 8. Plaintiff is informed and believes, and based thereon alleges, that each Defendants
24 acted in all respects pertinent to this action as the agent of the other Defendant, carried out a joint
25 scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendants is
26 legally attributable to the other Defendants.

9. 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.

IV.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

PLAINTIFF AND ALL AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS
CIVIL PENALTIES PURSUANT TO LABOR CODE § 2699(f) FOR VIOLATIONS OF
LABOR CODE §§ 201, 202, 226(a), 226.7, 246, 510, 512, 1174, 1174.5, AND 1194 AND
PURSUANT TO LABOR CODE § 2699(a) FOR VIOLATIONS OF
LABOR CODE §§ 226.3 AND 558

10. Plaintiff incorporates paragraphs 1 through 9 of this Complaint as though fully set forth herein.

11. 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.*

12. For each such violation, Plaintiff and all other Aggrieved Employees are entitled to civil penalties 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, 246, 510, 512, 1174, 1174.5, and 1194; and

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

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

14. On March 31, 2023, 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)

1 calendar days of March 31, 2023. Plaintiff may therefore commence this action to seek civil penalties
2 pursuant to Labor Code § 2698 *et seq.*

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

5 V.

6 **RELIEF REQUESTED**

7 WHEREFORE, Plaintiff prays for the following relief:

8 1. For civil penalties pursuant to Labor Code § 2698 *et seq.* for Plaintiff and all other
9 Aggrieved Employees;

10 2. An award providing for payment of costs of suit pursuant to Labor Code § 2699(g)(1)
11 and other applicable law;

12 3. An award of attorneys' fees pursuant to Labor Code §§ 2699(g)(1) and other
13 applicable law; and

14 4. Such other and further relief as this Court may deem just and proper.

15 Dated: June 8, 2023

Respectfully submitted,

16 GAINES & GAINES
17 A Professional Law Corporation

18 By: Evan S. Gaines
19 EVAN S. GAINES
20 Attorneys for Plaintiff
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