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11 and on behalf of all others similarly situated.

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

14 KENYEL JORDAN and CHRISTIAN
15 DARNELL GAGE, individually and on
16 behalf of all others similarly situated,

17 Plaintiffs,

18 v.

19 AVIS RENT A CAR SYSTEM, LLC; and
20 DOES 1 through 20, inclusive,

21 Defendants.

Case No. **26STCV02798**

COMPLAINT FOR:

1. Enforcement of Labor Code § 2698 *et seq.*
("PAGA")

1 Plaintiffs Kenyel Jordan and Christian Darnell Gage, individually and on behalf of others
2 similarly situated, allege as follows:

3 **NATURE OF ACTION AND INTRODUCTORY STATEMENT**

4 1. Plaintiffs Kenyel Jordan and Christian Darnell Gage (“Plaintiffs”) bring this
5 individual and representative action pursuant to the Private Attorneys General Act of 2004, Cal.
6 Lab. Code. § 2698 *et seq.*, against defendants Avis Rent A Car System, LLC; and DOES 1
7 through 20, inclusive (collectively, “Defendants”), on Plaintiffs’ own behalf and on behalf of
8 persons who are and were employed by any of the Defendants as non-exempt employees.

9 2. Defendants provide services or goods throughout California.

10 3. Through this action, Plaintiffs allege that Defendants engaged in a systematic
11 pattern of wage and hour violations under the California Labor Code and Industrial Welfare
12 Commission (“IWC”) Wage Orders, all of which contribute to Defendants’ deliberate unfair
13 competition.

14 4. Plaintiffs are informed and believe, and thereon alleges, that Defendants have
15 increased their profits by violating state wage and hour laws by, among other things:

- 16 (a) failing to pay all wages (including minimum wages and overtime wages);
- 17 (b) failing to provide lawful meal periods or compensation in lieu thereof;
- 18 (c) failing to authorize or permit lawful rest breaks or provide compensation
19 in lieu thereof;
- 20 (d) failing to reimburse necessary business-related costs;
- 21 (e) failing to provide accurate itemized wage statements;
- 22 (f) failing to pay wages timely during employment; and
- 23 (g) failing to pay all wages due upon separation of employment.

24 5. Plaintiffs seek monetary relief against Defendants on behalf of Plaintiffs and all
25 others similarly situated in California to recover civil penalties, attorneys’ fees, and costs under
26 PAGA for violations of Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 233, 246,
27 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, 2698, *et*
28 *seq.*, and Code of California Civil Procedure § 1021.5.

JURISDICTION AND VENUE

6. The damages sought by Plaintiffs exceed the minimal jurisdictional limits of the Superior Court and will be established according to proof at trial.

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

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

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

THE PARTIES

10. Plaintiffs are residents of California and worked for Defendants during the relevant time periods as alleged herein.

11. Plaintiffs are informed and believe, and thereon allege that at all times hereinafter mentioned, Defendants were and are subject to the Labor Code and IWC Wage Orders as employers, whose employees were and are engaged throughout this county and the State of California.

12. Plaintiffs are 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.

1 13. Plaintiffs are informed and believe, and thereon allege, that DOES 1 through 20
2 are or were the partners, agents, owners, shareholders, managers, or employees of Defendants at
3 all relevant times.

4 14. Plaintiffs are informed and believe, and thereon allege, that each defendant acted
5 in all respects pertinent to this action as the agent of the other defendant, carried out a joint
6 scheme, business plan, or policy in all respects pertinent hereto, and the acts of each defendant
7 are legally attributable to the other defendant. Furthermore, defendants in all respects acted as the
8 employer and/or joint employer of Plaintiffs and the aggrieved employees.

9 15. Plaintiffs are informed and believe, and thereon allege, that each and all of the
10 acts and omissions alleged herein were performed by, or are attributable to, Defendants and/or
11 DOES 1 through 20, acting as the agent or alter ego for the other, with legal authority to act on
12 the other's behalf. The acts of any and all Defendants were in accordance with, and represent, the
13 official policy of Defendants.

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

18 17. Plaintiffs are informed and believe, and thereon allege, that each of said
19 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
20 omissions, occurrences, and transactions alleged herein.

21 **GENERAL ALLEGATIONS**

22 18. At all relevant times mentioned herein, Defendants employed Plaintiffs and other
23 California residents as non-exempt employees throughout California at Defendants' California
24 business location(s).

25 19. Defendants continue to employ employees within California.

26 20. Plaintiffs are informed and believe, and thereon allege, that at all times herein
27 mentioned, Defendants were advised by skilled lawyers, employees, and other professionals who
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1 were knowledgeable about California's wage and hour laws, employment and personnel
2 practices, and the requirements of California law.

3 21. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
4 should have known that Plaintiffs and Aggrieved employees were entitled to receive wages for
5 all time worked (including minimum wages and overtime wages) and that they were not
6 receiving all wages earned for work that was required to be performed. In violation of the Labor
7 Code and IWC Wage Orders, Plaintiffs and Aggrieved employees were not paid all wages
8 (including minimum wages and overtime wages) for all hours worked at the correct rate and
9 within the correct time.

10 22. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
11 should have known that Plaintiffs and Aggrieved employees were entitled to receive all required
12 meal periods or payment of one (1) additional hour of pay at Plaintiffs' and Aggrieved
13 employees' regular rate of pay when they did not receive a timely, uninterrupted meal period. In
14 violation of the Labor Code and IWC Wage Orders, Plaintiffs and Aggrieved employees did not
15 receive all meal periods or payment of one (1) additional hour of pay at Plaintiffs' and Aggrieved
16 employees' regular rate of pay when they did not receive a timely, uninterrupted meal period.

17 23. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
18 should have known that Plaintiffs and Aggrieved employees were entitled to receive all rest
19 breaks or payment of one (1) additional hour of pay at Plaintiffs' and Aggrieved employees'
20 regular rate of pay when a rest break was late, missed, or interrupted. In violation of the Labor
21 Code and IWC Wage Orders, Plaintiffs and Aggrieved employees did not receive all rest breaks
22 or payment of one (1) additional hour of pay at Plaintiffs' and Aggrieved employees' regular rate
23 of pay when a rest break was missed, late, or interrupted.

24 24. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
25 should have known that Plaintiffs and Aggrieved employees were entitled to reimbursement
26 and/or indemnification for all necessary business expenditures or losses as a direct consequence
27 of the discharge of their duties, or of their obedience to the directions of Defendants. In violation
28 of the Labor Code and IWC Wage Orders, Plaintiffs and Aggrieved employees incurred

1 necessary business expenses or losses, but were not reimbursed nor indemnified of such
2 expenses or losses that were incurred as a direct consequence of the discharge of their duties, or
3 of their obedience to the directions of Defendants.

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

17 26. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
18 should have known that Plaintiffs and Aggrieved employees were entitled to timely payment of
19 wages due upon separation of employment. In violation of the Labor Code, Plaintiffs and
20 Aggrieved employees did not receive payment of all wages within the permissible time periods.

21 27. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
22 should have known they had a duty to compensate Plaintiffs and Aggrieved employees, and
23 Defendants had the financial ability to pay such compensation but willfully, knowingly, and
24 intentionally failed to do so in order to increase Defendants' profits.

25 28. Therefore, Plaintiffs bring this lawsuit seeking civil penalties against Defendants
26 on Plaintiffs' own behalf and on behalf of all Aggrieved employees as well as attorneys' fees and
27 costs.

1 **FIRST CAUSE OF ACTION**

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

3 29. Plaintiffs hereby re-allege and incorporate by reference the previous paragraphs
4 as though fully set forth herein.

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

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

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

- 18 a. violation of Labor Code §§ 201, 202, 203, 204, 210, 233, 246, 510,
19 1182.12, 1194, 1197, and 1198 for failure to timely pay all earned wages
20 at the correct rate of pay (including minimum wage, sick pay, and
21 overtime wages) owed to Plaintiffs and other aggrieved employees during
22 employment and upon separation of employment as herein alleged;
- 23 b. violation of Labor Code §§ 226.7 and 512 for failure to provide meal
24 periods to Plaintiffs and other aggrieved employees and failure to pay
25 premium wages for missed meal periods as herein alleged;
- 26 c. violation of Labor Code § 226.7 for failure to permit rest breaks to
27 Plaintiffs and other aggrieved employees and failure to pay premium
28 wages for missed rest periods as herein alleged;

- 1 d. violation of Labor Code § 226 for failure to provide accurate itemized
2 wage statements to Plaintiffs and other aggrieved employees as herein
3 alleged;
- 4 e. violation of Labor Code §§ 1174 and 1174.5 for failure to maintain
5 accurate and complete records showing, among other things, the hours
6 worked daily by and the wages paid to Plaintiffs and other aggrieved
7 employees; and
- 8 f. violation of Labor Code §§ 2800 and 2802 for failure to reimburse
9 Plaintiffs and other aggrieved employees for necessary business expenses
10 as herein alleged.

11 33. Plaintiffs are “aggrieved employees” because they were employed by the alleged
12 violator and had one or more of the violations committed against them, and therefore is properly
13 suited to represent the interests of all other aggrieved employees.

14 34. Plaintiffs have exhausted the procedural requirements under Labor Code §
15 2699.3 as to Defendants and is therefore able to pursue a claim for penalties on behalf of
16 themselves and all other aggrieved employees under PAGA.

17 35. Pursuant to Labor Code §§ 2699(a), 2699.3 and 2699.5, Plaintiffs are entitled to
18 recover civil penalties, in addition to other remedies, for violations of the Labor Code sections
19 cited above.

20 36. For bringing this action, Plaintiffs are entitled to attorney’s fees and costs incurred
21 herein.

22 **PRAYER FOR RELIEF**

23 On Plaintiffs’ own behalf and on behalf of all others similarly situated, Plaintiffs pray
24 for relief and judgment against Defendants, jointly and severally, as follows:

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

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

Dated: January 28, 2026

AEGIS LAW FIRM, PC

By: 

Jessica L. Campbell
Attorneys for Plaintiffs