

1 **JUSTICE FOR WORKERS, P.C.**

2 Young K. Park, SB# 287589

3 E-Mail: young@justiceforworkers.com

4 William C. Sung, SB# 280792

5 E-Mail: william@justiceforworkers.com

6 3600 Wilshire Boulevard, Suite 1815

7 Los Angeles, CA 90010

8 Tel: 323-922-2000

9 Fax: 323-922-2000

10 Attorneys for Plaintiff HORONZO MILES

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

12 **FOR THE COUNTY OF SACRAMENTO**

13 HORONZO MILES, an aggrieved employee
14 and on behalf of other aggrieved employees;

15 Plaintiff,

16 vs.

17 AMERICAN AUTOMOBILE
18 ASSOCIATION OF NORTHERN
19 CALIFORNIA, NEVADA & UTAH, a
20 California non-profit corporation; and DOES 1
21 through 50,

22 Defendants.

Case No.:

**REPRESENTATIVE ACTION
COMPLAINT FOR VIOLATION OF THE
CALIFORNIA PRIVATE ATTORNEYS
GENERAL ACT (LABOR CODE §§ 2698,
et seq.)**

BY FAX

23 Plaintiff HORONZO MILES ("Plaintiff"), on behalf of himself as an aggrieved employee,
24 the State of California, and other aggrieved employees, hereby brings this Representative Action
25 Complaint ("Complaint") against Defendants AMERICAN AUTOMOBILE ASSOCIATION OF
26 NORTHERN CALIFORNIA, NEVADA & UTAH, a California non-profit corporation, and DOES
27 1 to 50 inclusive (collectively "Defendants"), and on information and belief alleges as follows:

28 **JURISDICTION AND VENUE**

1. Plaintiff brings this Complaint for recovery of civil penalties under the California
Private Attorneys General Act, California Labor Code §§ 2698, *et seq.* ("PAGA"), for Defendants'
violations of the Labor Code and Industrial Welfare Commission ("IWC") Wage Order 4-2001

(“Wage Order 4”), including Labor Code §§ 201-204, 210, 226, 226.7, 246, 510, 512, 516, 558, 1174, and 1198. This Court has jurisdiction over Defendants’ violations of the Labor Code because the amount in controversy exceeds \$25,000.

2. Venue is proper in this judicial district because Defendants maintain offices, have agents, and/or transact business in the State of California, including Sacramento County, and some of the acts and omissions complained of herein occurred in Sacramento County. Furthermore, Plaintiff was employed by Defendants within Sacramento County.

PARTIES

3. Plaintiff is, and at all times relevant herein was, an individual over the age of eighteen (18) and is a California resident. Within the statute of limitations periods applicable to each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt employee. Plaintiff was, and is, a victim of Defendants' policies, practices, and/or customs complained of herein and has been deprived of the rights guaranteed by Business and Professions Code § 17200, *et seq.*, Labor Code §§ 201-204, 210, 226, 226.7, 246, 510, 512, 516, 558, 1174, and 1198, and Wage Order 4.

4. Plaintiff is informed and believes, and based thereon alleges, that during the applicable statute of limitations for each cause of action pled herein and continuing to the present, Defendants engage in and continue to engage in business, and employed Plaintiff and other, similarly-situated non-exempt employees within Sacramento County, and the State of California and, therefore, were (and are) doing business in Sacramento County and the State of California.

5. Plaintiff does not know the true names or capacities, whether individual, partner, or corporate, of the defendants sued herein as DOES 1 to 50, inclusive, and for that reason, said defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to amend this Complaint when such true names and capacities are discovered. Plaintiff is informed, and believes, and based thereon alleges, that each of said fictitious defendants, whether individual, partners, or corporate, was responsible in some manner for the acts and omissions alleged herein, and proximately caused Plaintiff and aggrieved employees to be subject to the unlawful employment practices, wrongs, injuries, and damages complained of herein.

1 6. At all times herein mentioned, each of said Defendants participated in the doing of
2 the acts hereinafter alleged to have been done by the named Defendant; and furthermore,
3 Defendants, and each of them, were the agents, servants, and employees of each of the other
4 defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting
5 within the course and scope of said agency and employment.

6 7. Plaintiff is informed and believes, and based thereon alleges, that at all times
7 material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or
8 joint venturer of, or working in concert with each of the other co-Defendants and was acting within
9 the course and scope of such agency, employment, joint venture, or concerted activity. To the extent
10 said acts, conduct, and omissions were perpetrated by certain Defendants, each of the remaining
11 Defendants confirmed and ratified said acts, conduct, and omissions of the acting Defendants.

12 8. At all times herein mentioned, Defendants, and each of them, were members of, and
13 engaged in, a joint venture, partnership, and common enterprise, and acting within the course and
14 scope of, and in pursuance of, said joint venture, partnership, and common enterprise.

15 9. At all times herein mentioned, the acts and omissions of various Defendants, and
16 each of them, concurred and contributed to the various acts and omissions of each and all of the
17 other Defendants in proximately causing the injuries and damages as herein alleged.

18 **FACTUAL ALLEGATIONS**

19 10. Defendants own and operate various AAA motor clubs in Northern California.
20 Plaintiff was employed by Defendants as a non-exempt employee in the position of two-driver from
21 approximately August 9, 2021 to approximately March 13, 2023.

22 11. Labor Code §§ 510, 1198, and Wage Order 4, § 3 provide that non-exempt
23 employees are entitled to all overtime wages at the regular rate of pay. During the relevant time
24 period, Defendants' timekeeping and/or payroll policies and practices resulted in Plaintiff and other
25 aggrieved employees not being compensated for all hours actually worked. Plaintiff and other
26 aggrieved employees regularly worked more than eight hours in a workday or 40 hours in a
27 workweek. However, Defendants failed to properly incorporate multiple rates of pay and/or all non-
28 discretionary remuneration, including flat-sum bonuses, into the regular rate of pay. As a result,

1 Plaintiff and other aggrieved employees were not compensated for all earned overtime wages.

2 12. Labor Code §§ 226.7, 512, and Wage Order 4, § 11 require employers to provide
3 non-exempt employees with compliant meal periods or pay premiums at the regular rate of
4 compensation. Labor Code §§ 226.7 and Wage Order 4, § 12 require employers to authorize and
5 permit non-exempt employees to take compliant rest periods or pay premiums at the regular rate of
6 compensation. During the relevant time period, Defendants failed to compensate Plaintiff and other
7 aggrieved employees meal and/or rest period premium wages at the regular rate of compensation
8 because Defendants failed to properly incorporate multiple rates of pay and/or all non-discretionary
9 remuneration, including flat-sum bonuses, into the regular rate of compensation.

10 13. Upon information and belief, during the relevant time period, Defendants violated
11 Labor Code § 246 by failing to incorporate multiple rates of pay and/or all non-discretionary
12 remuneration, including flat-sum bonuses, into the paid sick leave pay rate.

13 14. As a result of Defendants' failure to pay all overtime wages, failure to pay all meal
14 and rest period premium wages, and unlawful timekeeping and payroll practices as alleged above,
15 Defendants maintained inaccurate payroll records and issued inaccurate wage statements to Plaintiff
16 and other aggrieved employees. Furthermore, Defendants' wage statements issued to Plaintiffs and
17 other aggrieved employee stated incorrect corresponding rates of pay and hours worked at each rate.

18 15. As a further result of Defendants' failure to pay all minimum and overtime wages,
19 sick leave wages, and meal and rest period premium wages, Defendants failed to timely pay all final
20 wages to Plaintiff and other aggrieved employees upon their separation of employment from
21 Defendants.

22 16. On or about July 31, 2023, Plaintiff notified Defendants via certified mail, and
23 notified the California Labor and Workforce Development Agency ("LWDA") via its website, of
24 Defendants' violations of the Labor Code and Plaintiff's intent to bring a claim for civil penalties
25 under Labor Code § 2698, *et seq.* with respect to the violations of the Labor Code identified in the
26 preceding paragraphs. Now that sixty-five (65) days have passed from Plaintiff notifying
27 Defendants and the LWDA of these violations, and the LWDA has not provided notice that it
28 intends to investigate the violations, Plaintiff has exhausted administrative requirements for

1 bringing a claim under the Private Attorneys General Act with respect to these violations.

2 **1 CAUSE OF ACTION**

3 **PRIVATE ATTORNEYS GENERAL ACT**

4 **(Against All Defendants)**

5 17. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
6 fully set forth herein.

7 18. Plaintiff, an “aggrieved employee” within the meaning of Labor Code § 2698, *et*
8 *seq.*, acting on behalf of himself and other aggrieved employees (collectively, “Aggrieved
9 Employees”), brings this representative action against Defendants to recover the civil penalties due
10 to Plaintiff and other Aggrieved Employees, and the State of California according to proof pursuant
11 to Labor Code § 558 and § 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial
12 violation for each failure to pay each employee and \$200 for each subsequent violation or willful or
13 intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25%
14 of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each
15 subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100 for each
16 initial violation and \$250 for each subsequent violation pursuant to Labor Code § 1197.1 per
17 employee per pay period; (4) \$250 for each initial violation and \$1,000 for each subsequent
18 violation pursuant to Labor Code § 226.3 per employee per pay period; (5) pursuant to Labor Code
19 section 256, a civil penalty in an amount not exceeding 30 days per former employee as waiting
20 time under the terms of Labor Code § 203; and/or (6) \$100 for each initial violation and \$200 for
21 each subsequent violation per employee per pay period for those violations of the Labor Code for
22 which no civil penalty is specifically provided, based on the following Labor Code violations:

- 23 a. Failing to pay Aggrieved Employees all earned overtime compensation at the regular
24 rate of pay in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;
25 b. Failing to provide all legally required meal periods, and failure to pay meal period
26 premium wages, to Aggrieved Employees at the regular rate of compensation in
27 violation of Labor Code §§ 226.7, 512, 558, and 1198;

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- c. Failing to authorize and permit all legally required rest periods, and failure to pay rest period premium wages, to Aggrieved Employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 516, 558, and 1198;
- d. Failing to furnish Aggrieved Employees with complete, accurate, itemized wage statements in violation of Labor Code § 226;
- e. Failing to timely pay all final wages and compensation earned by Aggrieved Employees at the time of separation in violation of Labor Code §§ 201-202;
- f. Failing to pay Aggrieved Employees all earned wages at least twice during each calendar month in violation of Labor Code § 204; and
- g. Failing to maintain accurate records on behalf of Aggrieved Employees in violation of Labor Code §§ 1174 and 1198.

19. Plaintiff has incurred attorneys' fees and costs, which Plaintiff is entitled to receive under California Labor Code § 2699(g).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment for himself and for all others on whose behalf this suit is brought against Defendants, as follows:

1. Upon the First Cause of Action, for civil penalties due to Plaintiff, other Aggrieved Employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; (5) pursuant to Labor Code section 256, a civil penalty in an amount not exceeding 30 days per former employee as waiting time under the terms of Labor Code § 203; and/or (6) \$100.00 for each initial violation and \$200 for each subsequent

1 violation per employee per pay period for those violations of the Labor Code for which no civil
2 penalty is specifically provided;

3 2. On all causes of action, for attorneys' fees and costs as provided by Labor Code §
4 2699(g) and Code of Civil Procedure § 1021.5; and

5 3. For such other and further relief, the Court may deem just and proper.

6
7 DATED: October 6, 2023

JUSTICE FOR WORKERS, P.C.

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9 By: 

10 Young K. Park

11 William C. Sung

12 Attorneys for Plaintiff HORONZO MILES
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