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BRANDON SMITH-BAILEY

SUPERIOR COURT OF CALIFORNIA

COUNTY OF ORANGE

Assigned for All Purposes:
Judge David Hoffer
Dept. CX103

BRANDON SMITH-BAILEY,

Plaintiff,

v.

FIT KIT, INC. DBA AUTONATION TOYOTA
BUENA PARK; and DOES 1 through 100,

Defendants.

Case No. 30-2026-01598288-CU-OE-CXC

COMPLAINT

1. Private Attorneys General Act

RELEVANT PARTIES

1. Plaintiff Brandon Smith-Bailey (“Plaintiff”) is an adult resident of Orange County, California.

2. Defendant Fit Kit, Inc. DBA AutoNation Toyota Buena Park (“Defendant”) is a California corporation with its principal place of business located in Orange County, California. Defendant is registered to and does conduct business in the State of California and is subject to the laws of the

1 State of California. All acts and omissions of Defendant employees as alleged herein occurred while
2 they were acting within the course and scope of their employment.

3 3. Plaintiff is unaware of the true names or capacities of the Defendants sued herein as DOES 1
4 through 100, inclusive (“Doe Defendants”), and therefore sues said Doe Defendants by such
5 fictitious names. Plaintiff will seek leave of this Court to amend this Complaint to insert the true
6 names and capacities of such Doe Defendants when such information has been obtained. Plaintiff is
7 informed and believes, and based on such information and belief alleges, that each of the fictitiously
8 named Doe Defendants has participated in some way in the wrongful acts and omissions alleged
9 below, and is liable to Plaintiff for damages and other relief to which Plaintiff is entitled. Defendant
10 and Doe Defendants are collectively referred to as “Defendants”.

11 **JURISDICTION AND VENUE**

12 4. This action is properly filed in Orange County because the acts and omissions that give rise
13 to Plaintiff’s claims took place in Orange County, and Defendants transact substantial business in
14 this County.

15 5. This Court has jurisdiction over Defendants because Defendants’ unlawful conduct as
16 alleged herein occurred in Orange County, California and Plaintiff suffered damages from such
17 conduct within Orange County, California.

18 **FACTUAL ALLEGATIONS**

19 6. At all times relevant, Plaintiff was Defendants’ employee.

20 7. Plaintiff was employed by Defendants from in or about December 2023 through in or about
21 July 2025 in Buena Park, California.

22 8. Plaintiff was initially hired as a porter and earned approximately \$18 per hour.

23 9. As a porter, Plaintiff checked in clients, moved and parked vehicles, retrieved vehicles and
24 parts from other dealerships, and performed other tasks needed by the dealership.

25 10. After approximately one year of employment, Plaintiff was promoted to technician and
26 earned approximately \$20 per hour.

27 11. As a technician, Plaintiff performed tire rotations, oil changes, brake checks, tire changes,
28 cabin air filter checks, vehicle inspections, test drives, alignments, and related vehicle service tasks.

1 12. Plaintiff was a W-2 non-exempt employee paid bi-weekly by direct deposit.

2 13. Plaintiff clocked in and out for work through the Workday application on his personal cell
3 phone.

4 14. Plaintiff generally worked approximately eight and a half hours per day, five to six days per
5 week.

6 15. Plaintiff regularly worked overtime approximately three times per week.

7 16. Defendants failed to pay Plaintiff all overtime owed because when Plaintiff worked
8 overtime, Defendant paid him at his straight-time hourly rate rather than at one and one-half times
9 his regular rate of pay.

10 17. Plaintiff sometimes performed work after clocking out, including pulling up customer
11 vehicles, checking vehicles, and filling tires with air.

12 18. Plaintiff spent approximately 15 to 20 minutes performing work after clocking out on those
13 occasions.

14 19. Defendants failed to pay Plaintiff for all hours worked because Plaintiff was not paid for
15 time spent performing work after clocking out.

16 20. During his employment as a technician, Plaintiff had to take meal periods after the fifth hour
17 of work.

18 21. Plaintiff's meal periods were late at least approximately two times per week, particularly on
19 Saturdays, depending on how busy the workplace was.

20 22. Plaintiff's meal periods were interrupted by calls from service advisors or fellow technicians
21 about vehicle issues such as missing cabin air filters, tire air pressure, or customer questions.

22 23. Plaintiff spent approximately 10 to 20 minutes addressing work issues when his meal
23 periods were interrupted.

24 24. Plaintiff did not receive additional meal-period time to replace the time lost to interruptions.

25 25. Plaintiff did not receive 10-minute or 15-minute rest periods during his employment with
26 Defendant.

27 26. Despite not being provided with compliant meal and rest breaks, Defendant did not pay
28 premium pay for these missed breaks at Plaintiff's regular rate of pay.

1 27. Plaintiff purchased safety glasses and tools for work during his employment.

2 28. Plaintiff spent approximately \$150 on work-related safety glasses and tools during his
3 employment, but Defendant did not reimburse Plaintiff for the safety glasses and tools he purchased
4 for work.

5 29. Defendant did not reimburse Plaintiff for the use of his personal cell phone to clock in and
6 out through the Workday application.

7 30. Plaintiff's wage statements did not accurately reflect all wages owed to him for overtime,
8 off-the-clock work, missed or late meal periods, interrupted meal periods, missed rest periods, and
9 unreimbursed business expenses.

10 31. At the end of Plaintiff's employment, Defendant did not pay all wages and reimbursements
11 owed to Plaintiff.

12 32. Due to Defendants' failure to pay all wages due to Plaintiff during their employment, it
13 follows that Defendant failed to pay all wages due at the conclusion of Plaintiff's employment as
14 well. Therefore, Defendants are liable to Plaintiff for waiting time penalties.

15 **PAGA ALLEGATIONS**

16 33. Pursuant to Labor Code section 2699(a), any provision of the Labor Code which provides
17 for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency
18 ("LWDA") for violations of the Labor Code may, as an alternative, be recovered through a civil
19 action brought by an aggrieved employee on behalf of himself or herself and other current or former
20 employees pursuant to the procedures outlined in Labor Code section 2699.3.

21 34. Pursuant to Labor Code section 2699.3, an aggrieved employee may pursue a civil action
22 under PAGA after the following requirement have been met:

23 35. The aggrieved employee has provided written notice by online filing to the LWDA and by
24 certified mail to the employer (hereinafter "Employee's Notice") of the specific provisions of the
25 Labor Code alleged to have been violated, including the facts and theories to support the alleged
26 violations; and

27 36. The LWDA has provided notice (hereinafter "LWDA's Notice") to the employer and the
28 aggrieved employee by certified mail that it does not intend to investigate the aggrieved employee's

1 claims. Upon receipt of the LWDA's Notice, or if the LWDA does not provide such Notice within
2 65 calendar days of the postmark date of the Employee's Notice, the aggrieved employee may
3 commence a civil action pursuant to Labor Code section 2699 to recover civil penalties in addition
4 to any other penalties to which the employee may be entitled.

5 37. On July 7, 2026, Plaintiff provided written notice by online filing to the LWDA and by
6 certified mail to Defendants of specific provisions of the Labor Code alleged to have been violated
7 by Defendants, including the facts and theories to support the alleged violations.

8 38. The 65-day notice period has elapsed, and the LWDA did not provide Plaintiff with written
9 notice that it intends to investigate the alleged violations of the Labor Code. Thus, Plaintiff seeks
10 PAGA Penalties on behalf of all Aggrieved Employees.

11 39. The Aggrieved Employees are defined as "All other nonexempt, hourly employees, current
12 and former, who were employed by Defendants within one year prior to July 7, 2026, through final
13 disposition of this action."

14 **FIRST CAUSE OF ACTION**

15 **Private Attorneys General Act**

16 **Against All Defendants**

17 40. Plaintiff incorporates by reference the paragraphs above.

18 41. PAGA permits Plaintiff and the Aggrieved Employees to recover civil penalties for the
19 violation(s) of the Labor Code.

20 42. As alleged herein, Defendants' conduct violates numerous sections of the Labor Code.

21 43. With respect to violations of Labor Code sections 226.7 and 558 for Defendants' failure to
22 provide Plaintiff and the Aggrieved Employees with compliant meal periods or compensation in
23 lieu thereof, the penalties in Labor Code sections 558 and 2699 apply.

24 44. With respect to violations of Labor Code section 226.7 for Defendants' failure to provide
25 Plaintiff and the Aggrieved Employees with compliant rest periods or compensation in lieu thereof,
26 the penalties in Labor Code section 2699 apply.

1 45. With respect to violations of Labor Code section 1197 for Defendants' failure to compensate
2 Plaintiff and the Aggrieved Employees for all minimum wages earned, the penalties in Labor Code
3 sections 1197.1 and 2699 apply.

4 46. With respect to violations of Labor Code section 510 for Defendants' failure to compensate
5 Plaintiff and the Aggrieved Employees for all overtime wages earned, the penalties in Labor Code
6 sections 558, 1197.1, and 2699 apply.

7 47. With respect to violations of Labor Code section 226(a) for failure to provide accurate wage
8 statements to Plaintiff and the Aggrieved Employees, the penalties in Labor Code sections 226.3
9 and 2699 apply.

10 48. With respect to violations of Labor Code section 203 for failure to pay all wages due to
11 Plaintiff and the Aggrieved Employees and the conclusion of their employment, the penalties in
12 Labor Code section 2699 apply.

13 49. With respect to violations of Labor Code section 2802 for failure to reimburse Plaintiff and
14 the Aggrieved Employees for all work-related expenses, the penalties in Labor Code section 2699
15 apply.

16 50. Pursuant to Labor Code section 2699(k)(1), Plaintiff further seeks public injunctive relief in
17 the form of an Order enjoining Defendants from continuing to violate the California Labor Code in
18 the manner alleged herein.

19 51. Additionally, Plaintiff and the Aggrieved Employees are entitled to attorney's fees pursuant
20 to Labor Code section 2699(g).

21 **PRAYER FOR RELIEF**

22 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

23 **First Cause of Action**

24 1. All applicable civil penalties available pursuant to Labor Code section 2698, et seq.

25 2. Public injunctive relief in the form of an Order enjoining Defendants from continuing to
26 violate the California Labor Code in the manner alleged herein

27 3. Attorneys' fees

28 4. Costs

1 5. Other relief the court deems proper

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3 DATED: September 15, 2026

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Mike Rachmann

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ADAM ROSE

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MIKE RACHMANN

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Attorney for Plaintiff

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