

HAINES LAW GROUP, APC

Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Fletcher W. Schmidt (SBN 286462)
fschmidt@haineslawgroup.com
Matthew K. Moen (SBN 305956)
mmoen@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Asaf Agazanof, SBN: 285043
Asaf Law, APC
2330 Westwood Blvd., Second Floor
Los Angeles, California 90064
Tel: 424.254.8870
Fax: 888.254.0651
E-mail: asaf@lawasaf.com

Attorneys for Plaintiff

Electronically FILED by
Superior Court of California,
County of Los Angeles
2/15/2024 1:22 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By R. Perez, Deputy Clerk

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

PAUL MACIAS, an individual, on behalf of
himself and all other aggrieved employees,

Plaintiff,

vs.

TEAM CAR CARE, LLC, a Delaware limited
liability company, and DOES 1 through 100,

Defendants.

CASE NO. 24STCV03864

**REPRESENTATIVE ACTION
COMPLAINT:**

**(1) CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT (LABOR CODE § 2698 *et seq.*)**

UNLIMITED CIVIL CASE

1 Plaintiff Paul Macias (“Plaintiff”) on behalf of himself and all other aggrieved employees,
2 hereby brings this Representative Action Complaint against Defendants Team Car Care, LLC, a
3 Delaware limited liability company, and DOES 1 to 100, inclusive (collectively “Defendants”),
4 and on information and belief alleges as follows:

5 **JURISDICTION**

6 1. Plaintiff, on behalf of himself and all other aggrieved employees, hereby brings
7 this representative action for recovery of civil penalties under Labor Code § 2698 *et seq.* This
8 Court has jurisdiction over Defendants’ violations of the California Labor Code because the
9 amount in controversy exceeds this Court’s jurisdictional minimum.

10 **VENUE**

11 2. Venue as to each Defendant is proper in this judicial district pursuant to California
12 Code of Civil Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions
13 complained of herein occurred in the County of Los Angeles. Defendants own, maintain offices,
14 transact business, have an agent or agents within the County of Los Angeles, and/or otherwise are
15 found within the County of Los Angeles, and Defendants are within the jurisdiction of this Court
16 for purposes of service of process.

17 **PARTIES**

18 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
19 Plaintiff was and currently is, a California resident. During the statute of limitations periods
20 applicable herein, Plaintiff was employed by Defendants in California.

21 4. Plaintiff is informed and believes, and based thereon alleges, that during the one
22 year preceding the date the California Labor and Workforce Development Agency (“LWDA”) and
23 Defendants were put on notice of Plaintiff’s claims as alleged herein and intent to bring a
24 claim under PAGA, and continuing to the present, Defendants did (and do) business by operating
25 a of chain of vehicle maintenance and repair franchises within Los Angeles County and the State
26 of California, and employed Plaintiff and other aggrieved employees to perform work within the
27 State of California. Defendants, therefore, were (and are) doing business in Los Angeles County
28 and the State of California. *See Crestwood Behavioral Health, Inc. v. Superior Court of Alameda*

County (2021) 60 Cal.App.5th 1069 (holding that venue is proper in a PAGA representative action “in any county in which an aggrieved employee worked and Labor Code violations allegedly occurred”).

5. Plaintiff does not know the true names or capacities, whether individual, partner, or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to amend this Representative Action Complaint when such true names and capacities are discovered. Plaintiff is informed, and believes, and thereon alleges, that each of said fictitious defendants, whether individual, partners, or corporate, were responsible in some manner for the acts and omissions alleged herein, and proximately caused Plaintiff and the aggrieved employees to be subject to the unlawful employment practices, wrongs, injuries and damages complained of herein.

6. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned herein, Defendants were and are the employers of Plaintiff and the aggrieved employees (as defined herein).

7. At all times herein mentioned, each of said Defendants participated in the doing of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the Defendants, and each of them, were the agents, servants, and employees of each and every one of the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned were acting within the course and scope of said agency and employment. Defendants, and each of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or omissions complained of herein.

8. At all times mentioned herein, Defendants, and each of them, were members of and engaged in a joint venture, partnership, and common enterprise, and acting within the course and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and the aggrieved employees (as defined herein).

///

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

10. During Plaintiff's employment with Defendants, Defendants failed to compensate Plaintiff and other aggrieved employees for all hours actually worked, resulting in unpaid minimum wages and additional unpaid overtime wages. Specifically, Defendants' manager sent group text messages to Plaintiff and other aggrieved employees before and after their scheduled shifts, including messages regarding customer interactions, instructions needed to complete their job duties, and information regarding store performance. Since Defendants' manager messaged Plaintiff and other aggrieved employees when they were off-the-clock with information necessary to perform their job duties, Defendants were required to compensate Plaintiff and other aggrieved employees for this time. As a result, Defendants required Plaintiff and other aggrieved employees to perform work while off-the-clock, and Defendants failed to compensate Plaintiff and other aggrieved employees for all minimum and overtime wages owed.

11. Throughout Plaintiff's employment, Defendants also failed to provide Plaintiff and other aggrieved employees with all legally compliant meal periods due to Defendants' unlawful meal period policies/practices which resulted in meal periods which were late, short, or missed. Further, Defendants failed to compensate their aggrieved employees with meal period premiums at their regular rate of pay for each workday in which a meal period violation occurred, as required by Labor Code § 226.7. Specifically, Defendants paid non-discretionary bonuses (including "Retention Bonus"), incentive pay, and other forms of pay that cannot be excluded from the regular rate of pay as a matter of law (hereinafter "Incentive Pay"). When Defendants paid meal period premium payments, they paid meal periods premiums at the base hourly rate of pay, rather than at the regular rate of pay after factoring in Incentive Pay. As a result, Defendants failed to compensate their aggrieved employees with an additional hour of premium pay at their

1 respective regular rates of pay for each workday in which a meal period violation occurred, as
2 required by Labor Code § 226.7.

3 12. Throughout Plaintiff's employment, Defendants also failed to authorize and
4 permit Plaintiff and other aggrieved employees to take all legally compliant rest periods due to
5 Defendants' unlawful rest period policies/practices which resulted in missed rest periods. As with
6 meal period premiums, Defendants failed to compensate their aggrieved employees with an
7 additional hour of premium pay at their respective regular rates of pay for each workday in which
8 a rest period violation occurred, as required by Labor Code § 226.7.

9 13. Defendants required Plaintiff and other aggrieved employees to use their cellular
10 phone to communicate with supervisors for work-related purposes but did not reimburse Plaintiff
11 and other aggrieved employees for a reasonable portion of their monthly cellular phone bills. As
12 mentioned above, Defendants' manager frequently communicated with Plaintiff through his
13 cellular phone throughout the workday and after the shop was closed. Defendants' manager sent
14 daily text messages to Plaintiff and other aggrieved employees, in group chats, regarding store
15 statistics, incentives, instructions, and urging them to solicit "yelp" reviews from customers.
16 Despite requiring Plaintiff and other aggrieved employees to utilize their personal cellular phones
17 for work purposes, Defendants failed to reimburse these aggrieved employees for all necessary
18 business expenses associated with using their personal cellular phones, in violation of Labor Code
19 § 2802.

20 14. Defendants also failed to pay Plaintiff and other aggrieved employees all sick pay
21 wages owed to them. Defendants' policies and practices dictated that sick pay payments be made
22 at an employee's base rate of pay, as opposed to their regular rate of pay. Because Plaintiff and
23 other aggrieved employees received Incentive Pay that was required to be included in their regular
24 rate of pay, but were not, Plaintiff and other aggrieved employees have not been paid all sick pay
25 wages owed to them.

26 15. As a result of Defendants' failure to pay all overtime wages, minimum wages, sick
27 pay wages, and meal and rest period premium wages owed, Defendants also maintained
28 inaccurate payroll records and issued inaccurate wage statements to Plaintiff and other aggrieved

1 employees and failed to pay all final wages owed to Plaintiff and other aggrieved employees upon
2 their respective separations from employment.

3 16. On approximately June 28, 2023, Plaintiff sent a written personnel and payroll
4 records request to Defendants. Defendants failed to respond to Plaintiff's records request within
5 21 days from the date of the request, in violation of Labor Code § 226(c).

6 17. Based on the foregoing, Plaintiff seeks to represent himself and all aggrieved
7 employees, as defined by Labor Code § 2699(c), which includes all of Defendants' employees
8 who worked for Defendants in California from December 11, 2022 through the present.

9 **FIRST CAUSE OF ACTION**

10 **PRIVATE ATTORNEYS GENERAL ACT**

11 **(AGAINST ALL DEFENDANTS)**

12 18. Plaintiff re-alleges and incorporates by reference all prior paragraphs as though
13 fully set forth herein.

14 19. Defendants have committed several Labor Code violations against Plaintiff and
15 other aggrieved employees. Plaintiff, an "aggrieved employee" within the meaning of Labor
16 Code § 2698 *et seq.*, acting on behalf of himself and other aggrieved employees, brings this
17 representative action against Defendants to recover the civil penalties due to Plaintiff, other
18 aggrieved employees, and the State of California according to proof pursuant to Labor Code §§
19 558 and 2699 (a) and (f) including, but not limited to: (1) \$100.00 for each initial violation and
20 \$200 for each subsequent violation or willful or intentional violation pursuant to Labor
21 Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld;
22 (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor
23 Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for
24 each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4)
25 \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor
26 Code § 226.3 per employee per pay period; and/or (5) \$100.00 for each initial violation and \$200
27
28

1 for each subsequent violation per employee per pay period for those violations of the Labor Code
2 for which no civil penalty is specifically provided, based on the following Labor Code violations:

- 3 a. Failing to pay Plaintiff and other aggrieved employees the statutory minimum
4 wage for all hours worked in violation of Labor Code §§ 204, 1182.12, 1194,
5 1194.2, 1197, and 1198;
- 6 b. Failing to pay Plaintiff and other aggrieved employees all earned overtime
7 compensation in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;
- 8 c. Failing to provide Plaintiff and other aggrieved employees all legally required
9 meal periods, and failing to pay meal period premium wages to Plaintiff and other
10 aggrieved employees at their regular rate of pay, in violation of Labor
11 Code §§ 226.7, 512, 558, and 1198;
- 12 d. Failing to authorize and permit Plaintiff and other aggrieved employees to take all
13 lawful rest periods to which they are entitled, and failing to pay rest period
14 premium wages to Plaintiff and other aggrieved employees at their regular rate of
15 pay, in violation of Labor Code §§ 226.7, 516, and 558;
- 16 e. Failing to reimburse Plaintiff and other aggrieved employees for all work-related
17 expenses incurred in violation of Labor Code §§ 2802 and 2804;
- 18 f. Failing to pay Plaintiff and other aggrieved employees sick time pay at their
19 regular rate of compensation in violation of Labor Code § 246;
- 20 g. Defendants violated Labor Code § 226(c) by failing to respond to Plaintiff's and
21 other aggrieved employees' written requests to inspect their employment records
- 22 h. Failing to furnish Plaintiff and other aggrieved employees with accurate and
23 compliant itemized wage statements in violation of Labor Code § 226;
- 24 i. Failing to timely pay final wages to Plaintiff and other aggrieved employees in
25 violation of Labor Code §§ 201-203;
- 26 j. Failing to pay Plaintiff and other aggrieved employees all earned wages at least
27 twice during each calendar month, in violation of Labor Code § 204; and
28

1 k. Failing to maintain accurate records on behalf of Plaintiff and other aggrieved
2 employees, in violation of Labor Code §§ 558 and 1174.

3 20. On December 11, 2023, Plaintiff notified Defendants via certified mail, and the
4 California Labor and Workforce Development Agency (“LWDA”) via electronic submission of
5 Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a claim for
6 civil penalties under California Labor Code § 2698 *et seq.* with respect to violations of the
7 California Labor Code identified above. Now that sixty-five days have passed from Plaintiff
8 notifying Defendants of these violations, Plaintiff has exhausted his administrative requirements
9 for bringing a claim under the Private Attorneys General Act with respect to these violations.

10 21. Plaintiff was compelled to retain the services of counsel to file this court action to
11 protect his interests and the interests of other aggrieved employees, and to assess and collect the
12 civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys’ fees and costs, which
13 he is entitled to receive under California Labor Code § 2699.

14 **PRAYER**

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

17 1. Upon the First Cause of Action, for civil penalties due to Plaintiff, other aggrieved
18 employees, and the State of California according to proof pursuant to Labor Code §§ 558
19 and 2699 including, but not limited to: (1) \$100.00 for each initial violation and \$200 for each
20 subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each
21 failure to pay each employee; (2) \$50.00 for each initial violation and \$100 for each subsequent
22 violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial
23 violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per
24 employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent
25 violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for
26 each initial violation and \$200 for each subsequent violation per employee per pay period for
27
28

1 those violations of the Labor Code for which no civil penalty is specifically provided, based on
2 the Labor Code violations cited hereinabove;

3 2. On all causes of action, for attorneys' fees and costs as provided by Labor
4 Code § 2699 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: February 15, 2024

Respectfully submitted,
HAINES LAW GROUP, APC

8
9 By:


Fletcher W. Schmidt
Attorney for Plaintiff