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

PAUL MACIAS and JULIANNA PADILLA, as
 individuals, on behalf of themselves and all other
 aggrieved employees,

Plaintiffs,

vs.

TEAM CAR CARE, LLC, a Delaware limited
 liability company, TEAM CAR CARE WEST,
 LLC, a Delaware limited liability company, and
 DOES 2 through 100,

Defendants.

CASE NO. 24STCV03864

**FIRST AMENDED REPRESENTATIVE
 ACTION COMPLAINT:**

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

UNLIMITED CIVIL CASE

Plaintiffs Paul Mácias and Julianna Padilla (“Plaintiffs”) on behalf of themselves and all other aggrieved employees, hereby bring this First Amended Representative Action Complaint against Defendants Team Car Care, LLC, a Delaware limited liability company, Team Car Care West, LLC, a Delaware limited liability company, and DOES 2 to 100, inclusive (collectively “Defendants”), and on information and belief allege as follows:

JURISDICTION

1. Plaintiffs, on behalf of themselves and all other aggrieved employees, hereby bring this representative action for recovery of civil penalties under Labor Code § 2698 *et seq.* This Court has jurisdiction over Defendants' violations of the California Labor Code because the amount in controversy exceeds this Court's jurisdictional minimum.

VENUE

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

PARTIES

3. Plaintiffs are individuals over the age of eighteen (18). At all relevant times herein, Plaintiffs were and currently are, California residents. During the statute of limitations periods applicable herein, Plaintiffs were employed by Defendants in California.

4. Plaintiffs are informed and believe, and based thereon allege, that during the one year preceding the date the California Labor and Workforce Development Agency (“LWDA”) and Defendants were put on notice of Plaintiffs’ claims as alleged herein and intent to bring a claim under PAGA, and continuing to the present, Defendants did (and do) business by operating a of chain of vehicle maintenance and repair franchises within Los Angeles County and the State of California, and employed Plaintiffs and other aggrieved employees to perform work within the State of California. Defendants, therefore, were (and are) doing business in Los Angeles County

1 and the State of California. *See Crestwood Behavioral Health, Inc. v. Superior Court of Alameda*
2 *County* (2021) 60 Cal.App.5th 1069 (holding that venue is proper in a PAGA representative action
3 “in any county in which an aggrieved employee worked and Labor Code violations allegedly
4 occurred”).

5 5. Plaintiffs do not know the true names or capacities, whether individual, partner, or
6 corporate, of the defendants sued herein as DOES 2 to 100, inclusive, and for that reason, said
7 defendants are sued under such fictitious names, and Plaintiffs will seek leave from this Court to
8 further amend this Representative Action Complaint when such true names and capacities are
9 discovered. Plaintiffs are informed, and believe, and thereon allege, that each of said fictitious
10 defendants, whether individual, partners, or corporate, were responsible in some manner for the
11 acts and omissions alleged herein, and proximately caused Plaintiffs and the aggrieved employees
12 to be subject to the unlawful employment practices, wrongs, injuries and damages complained of
13 herein.

14 6. Plaintiffs are informed, and believe, and thereon allege, that at all times mentioned
15 herein, Defendants were and are the employers of Plaintiffs and the aggrieved employees (as
16 defined herein).

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

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

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10. During Plaintiffs' employment with Defendants, Defendants failed to compensate Plaintiffs 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 Plaintiffs 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 Plaintiffs and other aggrieved employees when they were off-the-clock with information necessary to perform their job duties, Defendants were required to compensate Plaintiffs and other aggrieved employees for this time. In addition, Plaintiffs and/or other aggrieved employees were not compensated for work performed pre- and post-shift and during meal breaks. As a result, Defendants required Plaintiffs and other aggrieved employees to perform work while off-the-clock, and Defendants failed to compensate Plaintiffs and other aggrieved employees for all minimum and overtime wages owed, in violation of Labor Code §§ 204 (a)-(e), 221, 510 (a)-(c), 558 (a)-(e), 1182.12 (a)-(d), 1194, 1194.2 (a)-(c), 1197 and 1198.

11. Throughout Plaintiffs' employment, Defendants also failed to provide Plaintiffs 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, in violation of Labor Code §§ 226.7 (a)-(f), 512 (a)-(g), 516 (a)-(b), 558 (a)-(e) and 1198. Defendants routinely required Plaintiffs and/or other aggrieved employees to work through, interrupt, cut short, and/or delay their meal and rest breaks to comply with Defendants' policies and expectations, and meet production goals. Further, Defendants failed to authorize and permit

1 Plaintiffs and/or other aggrieved employees to take the requisite number of meal and rest breaks,
2 including second meal breaks and third rest breaks, when working shifts exceeding 10 hours in
3 length. Further, Defendants failed to compensate their aggrieved employees with meal period
4 premiums at their regular rate of pay for each workday in which a meal period violation occurred,
5 as required by Labor Code § 226.7. Specifically, Defendants paid non-discretionary bonuses
6 (including “Retention Bonus”), incentive pay, and other forms of pay that cannot be excluded
7 from the regular rate of pay as a matter of law (hereinafter “Incentive Pay”). When Defendants
8 paid meal period premium payments, they paid meal periods premiums at the base hourly rate of
9 pay, rather than at the regular rate of pay after factoring in Incentive Pay. As a result, Defendants
10 failed to compensate their aggrieved employees with an additional hour of premium pay at their
11 respective regular rates of pay for each workday in which a meal period violation occurred, as
12 required by Labor Code § 226.7.

13 12. Throughout Plaintiffs’ employment, Defendants also failed to authorize and
14 permit Plaintiffs and other aggrieved employees to take all legally compliant rest periods due to
15 Defendants’ unlawful rest period policies/practices which resulted in missed rest periods, in
16 violation of Labor Code §§ 226.7 (a)-(f), 516(a)-(b), and 558(a)-(e). As with meal period
17 premiums, Defendants further failed to compensate their aggrieved employees with an additional
18 hour of premium pay at their respective regular rates of pay for each workday in which a rest
19 period violation occurred, as required by Labor Code § 226.7.

20 13. Defendants required Plaintiffs and other aggrieved employees to use their cellular
21 phones to communicate with supervisors for work-related purposes but did not reimburse
22 Plaintiffs and other aggrieved employees for a reasonable portion of their monthly cellular phone
23 bills. As mentioned above, Defendants’ managers frequently communicated with Plaintiffs
24 through their cellular phones throughout the workday and after the shop was closed. Defendants’
25 managers sent daily text messages to Plaintiffs and other aggrieved employees, in group chats,
26 regarding store statistics, incentives, instructions, and urging them to solicit “yelp” reviews from
27 customers. Despite requiring Plaintiffs and other aggrieved employees to utilize their personal
28 cellular phones for work purposes, Defendants failed to reimburse these aggrieved employees for

all necessary business expenses associated with using their personal cellular phones, in violation of Labor Code §§ 2800, 2802 (a)-(d) and 2804.

14. Defendants also failed to comply with sick leave obligations under Labor Code §§ 246 (a)-(r), and failed to pay Plaintiffs and other aggrieved employees all sick pay wages owed to them or comply with sick pay wage statement obligations. Further Defendants' policies and practices dictated that sick pay payments be made at an employee's base rate of pay, as opposed to their regular rate of pay. Because Plaintiffs and other aggrieved employees received Incentive Pay that was required to be included in their regular rate of pay, but were not, Plaintiffs and other aggrieved employees have not been paid all sick pay wages owed to them.

15. As a result of Defendants' failure to pay all overtime wages, minimum wages, include the total number of hours worked by Plaintiff and the other aggrieved employees, the proper dates of the period for which Plaintiffs and/or other aggrieved employees were to be paid, pay date, sick pay wages, and meal and rest period premium wages owed, Defendants also maintained inaccurate payroll records and issued inaccurate wage statements to Plaintiffs and other aggrieved employees and failed to pay all final wages owed to Plaintiffs and other aggrieved employees upon their respective separations from employment, in violation of Labor Code §§ 201 (a)-(d), 202 (a)-(d) and 203 (a)-(b), 204 (a)-(e), 226 (a)-(j), 558 (a)-(e) and 1174 (a)-(d).

16. On approximately June 28, 2023, Plaintiff Macias sent a written personnel and payroll records request to Defendants. Defendants failed to respond to Plaintiff's records request within 21 days from the date of the request, in violation of Labor Code § 226(c). Plaintiff Padilla further alleges that she and/or other aggrieved employees have been denied access to their records pertaining to their employment upon reasonable request, in violation of Labor Code §§ 226 (b), 226(c), 432 and 1198.5.

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

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FIRST CAUSE OF ACTION
PRIVATE ATTORNEYS GENERAL ACT
(AGAINST ALL DEFENDANTS)

18. Plaintiffs re-allege and incorporate by reference all prior paragraphs as though fully set forth herein.

19. Defendants have committed several Labor Code violations against Plaintiffs and other aggrieved employees. Plaintiffs, “aggrieved employees” within the meaning of Labor Code § 2698 *et seq.*, acting on behalf of themselves and other aggrieved employees, bring this representative action against Defendants to recover the civil penalties due to Plaintiffs, 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 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; and/or (5) \$100.00 for each initial violation and \$200 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the following Labor Code violations:

- a. Failing to pay Plaintiffs and other aggrieved employees the statutory minimum wage for all hours worked in violation of Labor Code §§ 204(a)-(e), 221, 1182.12(a)-(d), 1194, 1194.2(a)-(c), 1197, 1197.1(a)-(l), and 1198;
- b. Failing to pay Plaintiffs and other aggrieved employees all earned overtime compensation in violation of Labor Code §§ 204(a)-(e), 510(a)-(c), 558(a)-(e), 1194, and 1198;
- c. Failing to provide Plaintiffs and other aggrieved employees all legally required meal periods, and failing to pay meal period premium wages to Plaintiffs and other

aggrieved employees at their regular rate of pay, in violation of Labor Code §§ 226.7(a)-(f), 512(a)-(g), 558(a)-(e), and 1198;

d. Failing to authorize and permit Plaintiffs and other aggrieved employees to take all lawful rest periods to which they are entitled, and failing to pay rest period premium wages to Plaintiffs and other aggrieved employees at their regular rate of pay, in violation of Labor Code §§ 226.7(a)-(f), 516(a)-(b), and 558(a)-(e);

e. Failing to reimburse Plaintiffs and other aggrieved employees for all work-related expenses incurred in violation of Labor Code §§ 2800, 2802(a)-(d) and 2804;

f. Failing to pay Plaintiffs and other aggrieved employees sick time pay at their regular rate of compensation or comply with wage statement requirements concerning sick pay in violation of Labor Code § 246(a)-(r);

g. Defendants violated Labor Code §§ 226 (b) and (c), 432 and 1198.5 by failing to respond to Plaintiffs and other aggrieved employees' written requests to inspect their employment records

h. Failing to furnish Plaintiffs and other aggrieved employees with accurate and compliant itemized wage statements in violation of Labor Code § 226(a)-(j);

i. Failing to timely pay final wages to Plaintiffs and other aggrieved employees in violation of Labor Code §§ 201(a)-(d), 202(a)-(d), and 203(a)-(b);

j. Failing to pay Plaintiffs and other aggrieved employees all earned wages at least twice during each calendar month, in violation of Labor Code § 204(a)-(e); and

k. Failing to maintain accurate records on behalf of Plaintiffs and other aggrieved employees, in violation of Labor Code §§ 558(a)-(e) and 1174(a)-(d).

20. On December 11, 2023, Plaintiff Macias notified Defendants via certified mail, and the California Labor and Workforce Development Agency ("LWDA") via electronic submission of Defendants' violations of the California Labor Code and Plaintiff Macias's intent to bring a claim for civil penalties under California Labor Code § 2698 *et seq.* with respect to violations of the California Labor Code identified above. Likewise, on January 31, 2024, Plaintiff Padilla notified Defendants via certified mail, and the LWDA via electronic submission of

1 Defendants' violations of the California Labor Code and Plaintiff Padilla's intent to bring a claim
2 for civil penalties under the California Labor Code § 2698 *et seq.* with respect to violations of the
3 California Labor Code identified above. Now that sixty-five days have passed from Plaintiffs
4 notifying Defendants of these violations, Plaintiffs have exhausted their administrative
5 requirements for bringing a claim under the Private Attorneys General Act with respect to these
6 violations.

7 21. Additionally, on June 26, 2024, Plaintiff Macias being ignorant of the true name
8 of defendant Team Car Care West, LLC (US), designated the defendant in his original notice to
9 the LWDA by the fictitious name of DOE 1, and notified Defendants via certified mail, and the
10 LWDA via electronic submission of Defendants' violations of the California Labor Code and
11 Plaintiff's intent to bring a claim for civil penalties under California Labor Code § 2698 *et seq.*
12 with respect to violations of the California Labor Code identified above. Now that sixty-five days
13 have passed from Plaintiff Macias notifying Defendants of these violations, Plaintiff Macias has
14 exhausted his administrative requirements for bringing a claim under the Private Attorneys
15 General Act as to Defendant Team Car Care West, LLC (US) with respect to these violations.

16 22. Additionally, on May 30, 2025, Plaintiffs jointly submitted notice to the LWDA,
17 supplementing their individual prior notices to the LWDA (as described above) and to clarify that
18 the claims already collectively asserted by Plaintiffs in their prior notices to the LWDA for claims
19 under Labor Code §§ 201-204, 226, 226.7, 246, 510, 512, 516, 558, 1174, 1182.12, 1194.2, 1197.1
20 and 2802, include all subparts to those Labor Code sections identified (i.e., §§ 201(a)-(d); 202(a)-
21 (d); 203(a)-(b); 204(a)-(e); 226(a)-(j); 226.7(a)-(f); 246(a)-(r); 510(a)-(c); 512(a)-(g); 516(a)-(b);
22 558(a)-(e); 1174(a)-(d); 1182.12(a)-(d); 1194.2(a)-(c); 1197.1(a)-(l); and 2802(a)-(d)).

23 23. Plaintiffs were compelled to retain the services of counsel to file this court action
24 to protect their interests and the interests of other aggrieved employees, and to assess and collect
25 the civil penalties owed by Defendants. Plaintiffs have thereby incurred attorneys' fees and costs,
26 which they are entitled to receive under California Labor Code § 2699.

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1 **PRAYER**

2 WHEREFORE, Plaintiffs pray for judgment for themselves and for all others on whose
3 behalf this suit is brought against Defendants, as follows:

4 1. Upon the First Cause of Action, for civil penalties due to Plaintiffs, other aggrieved
5 employees, and the State of California according to proof pursuant to Labor Code §§ 558
6 and 2699 including, but not limited to: (1) \$100.00 for each initial violation and \$200 for each
7 subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each
8 failure to pay each employee; (2) \$50.00 for each initial violation and \$100 for each subsequent
9 violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial
10 violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per
11 employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent
12 violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for
13 each initial violation and \$200 for each subsequent violation per employee per pay period for
14 those violations of the Labor Code for which no civil penalty is specifically provided, based on
15 the Labor Code violations cited hereinabove;

16 2. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§
17 218.5 and 2699 and Code of Civil Procedure § 1021.5; and

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

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20 Dated: July 29, 2025

Respectfully submitted,
HAINES LAW GROUP, APC
VOSKANYAN LAW FIRM, PC.

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22
23 By:



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Padilla