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David W. Slayton,
Executive Officer/Clerk of Court,
By Y. Ayala, Deputy Clerk

Attorneys for Plaintiff,
GINO CAMACHO, on behalf of the State of California and other aggrieved employees.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

GINO CAMACHO, on behalf of the State of
California and other aggrieved employees.

CASE NO. **24STCV08342**
[Unlimited Civil Jurisdiction]

Plaintiff,
vs.

**REPRESENTATIVE COMPLAINT FOR
ENFORCEMENT UNDER THE PRIVATE
ATTORNEYS GENERAL ACT, CALIFORNIA
LABOR CODE § 2698, ET SEQ:**

PACIFIC LIFT AND EQUIPMENT
COMPANY, INC., a California corporation;
and DOES 1 through 100, inclusive,
Defendants.

1. Private Attorney General's Act Violation
Cal. Lab. C. § 2698, *et seq.*

COMES NOW Plaintiff, GINO CAMACHO on behalf of the people of the State of California and other aggrieved employees acting as private attorney generals under the Labor Code Private Attorney General Act of 2004, § 2699, *et seq.* ("PAGA") only, allege on information and belief, except for their own acts and knowledge which are based on personal knowledge, the following:

PARTIES

1. Plaintiff GINO CAMACHO ("Plaintiff") at all times relevant to this action, resided in Los Angeles County, California.

2. Plaintiff is informed and believes, and thereon alleges that Defendant PACIFIC LIFT AND EQUIPMENT COMPANY, INC. ("Defendant") is a California corporation with its principal place of business in Los Angeles County, California.

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3. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, associate or otherwise, of the Defendants sued herein under fictitious names Does 1 through 100, inclusive, and for that reason sues said Defendants, and each of them, by such fictitious names. Plaintiff is informed, believes, and thereupon alleges that each of the Defendants Does 1 through 100, inclusive, is and was in some manner responsible for, participated in, or contributed to the matters and things of which Plaintiff complains herein, and in some fashion has legal responsibility, therefore. When Plaintiff ascertains the names and capacities of the fictitiously named Defendants Does 1 through 100, inclusive, Plaintiff will seek leave to amend this Complaint to set forth such facts.

4. Plaintiff is informed, believes, and there upon alleges that each Defendants is, and at all times relevant herein was, the agent of his, her, or its co-Defendants, and in committing the acts alleged herein, was acting within the scope of his, her, or its authority as such agent, and with the knowledge, permission, and consent of his, her, or its co-Defendants.

5. Defendants, jointly and severally, employed Plaintiff and other Aggrieved Employees as an hourly-paid, nonexempt employees in the State of California. Defendants had the authority to hire and terminate Plaintiff and other Aggrieved Employees, to set work rules and conditions governing Plaintiff's and other Aggrieved Employees' employment, and to supervise Plaintiff's and other Aggrieved Employees' daily employment activities. Defendants directly hired and paid wages and benefits to Plaintiff and other Aggrieved Employees. Defendants exercised sufficient authority over the terms and conditions of Plaintiff's and other Aggrieved Employees' employment for them to be a joint employer.

6. Defendant and DOES 1 through 100, shall collectively be referred to in this Complaint as “Defendants” when applicable.

JURISDICTION & VENUE

7. This action is brought pursuant to the California Private Attorneys General Act (“PAGA”), California *Labor Code* sections 2698, *et seq.* The penalties recoverable collectively amongst all aggrieved employees do not exceed \$5,000,000.00.

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8. This Court has jurisdiction over this action and the matters alleged herein pursuant to the grant of original jurisdiction set forth in Article VI, Section 10 of the California Constitution. The statutes under which this action is brought do not specify any other basis for jurisdiction.

9. Additionally, this Court has jurisdiction over Defendants because, upon information and belief, Defendants are either 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 this Court consistent with traditional notions of fair play and substantial justice.

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

GENERAL ALLEGATIONS

11. Plaintiff is informed and believes, and thereon alleges, that Defendant is engaged in the business of automotive equipment sales and services. Defendant's operations facility is located in Pasadena, county of Los Angeles, California.

12. Plaintiff worked for Defendant as a non-exempt hourly-paid installer from October 2022 to August 2023.

13. During the PAGA period, Defendant failed to pay all wages (including minimum and overtime wages) to Plaintiff and other Aggrieved Employees in violation of Labor Code Sections 246, 510, 558, 1194, 1194.2, 1197, 1197.1, 1198, and the applicable IWC Wage Order when Defendant failed to properly compute, compile, account for and pay Plaintiff and other Aggrieved Employees for the hours they worked. More specifically, Defendant (i) implemented a uniform and unlawful policy of requiring, pressuring and compelling Plaintiff and other Aggrieved Employees to manually record on handwritten timesheets their shift schedule instead of all hours actually worked; (ii) as a matter of established company policy and procedure, administered a practice of rounding the actual time worked by aggrieved employees, always to the benefit of Defendants, so that during the course of their employment, aggrieved employees were paid less than they would have been paid had they been paid for actual recorded time rather than “rounded” time; (iii) pressuring the Plaintiff and other Aggrieved Employees to work off-the-clock due to

1 the demands of the job; and (iii) by failing to record and compensate all hours worked by Plaintiff and
2 other Aggrieved Employees at their appropriate rates of pay.

3 14. Defendant failed to pay premium wages to Plaintiff and other Aggrieved Employees who
4 were denied proper meal periods, in violation of Labor Code Sections 226.7, 512, 558, and the applicable
5 IWC Wage Order. Defendants auto-deducted time for meal periods, whether or not the employee actually
6 took meal breaks. Plaintiff and other Aggrieved Employees were routinely denied, and not authorized to
7 take, a proper, timely, uninterrupted, 30-minute meal period for every shift worked that exceeded 5 hours,
8 or a second, proper, timely, uninterrupted, 30-minute meal period for every shift worked that exceeded 10
9 hours but were not paid premium wages of one-hour at their regular rate of pay for each missed, short, or
10 interrupted meal period. The proper recording of these employees' missed meal and rest breaks is the
11 Defendant's burden. As a result of Defendant's intentional disregard of the obligation to meet this burden,
12 Defendant fails to properly calculate and/or pay all required compensation for work performed by the
13 Aggrieved Employees and violated the California Labor Code and regulations promulgated thereunder as
14 herein alleged.

15 15. Defendant failed to pay premium wages to Plaintiff and other Aggrieved Employees who
16 were denied proper rest periods, in violation of Labor Code Sections 226.7, 558, and the applicable IWC
17 Wage Order. Plaintiff and other Aggrieved Employees were routinely unable, and not authorized, to take
18 10-minute uninterrupted rest periods for every 4 hours worked or major fraction thereof but were not paid
19 premium wages of one-hour at their regular rate of pay for each missed, short, or interrupted rest period.

20 16. Defendant failed to issue Plaintiff and other Aggrieved Employees wage statements that
21 fully and accurately itemized the requirements set forth in Labor Code Section 226(a), in violation of Labor
22 Code Section 226 and 226.3. As a result of the violations described above, Plaintiff and other Aggrieved
23 Employees received wage statements that failed to accurately state all applicable hourly rates in effect
24 during the pay period and the corresponding number of hours worked at each hourly rate by the employee.
25 The wage statements received also did not accurately reflect the hours worked due to certain shifts falling in
26 between multiple wage statements.

27 17. Defendant further failed to pay Plaintiff and other Aggrieved Employees all wages due at
28 throughout their employment and at the separation of their employment based on the time frames required

1 by Labor Code Sections 201-204 and 210 as a result of the violations described above.

2 18. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
3 should have known that Plaintiff and the other Aggrieved Employees were entitled to receive certain
4 wages for overtime compensation and that they were not receiving wages for overtime compensation.

5 19. Defendants' conduct described herein was undertaken, authorized, and/or ratified
6 Defendants' officers, directors and/or managing agents who were authorized and empowered to make
7 decisions that reflect and/or create policy for Defendants. The aforementioned conduct of said
8 managing agents and individuals was therefore undertaken on behalf of Defendants who further had
9 advanced knowledge of the actions and conduct of said individuals whose actions and conduct were
10 ratified, authorized, and approved by managing agents whose precise identities are unknown to
11 Plaintiff at this time and are therefore identified and designated herein as DOES 1 through 20,
12 inclusive.

13 20. All of the conduct and violations alleged herein occurred during the PAGA Period. By
14 way of this action, Plaintiff does not seek penalties on behalf of himself, rather Plaintiff only seeks
15 penalties on behalf of the State of California and other Aggrieved Employees for violations that
16 affected other Aggrieved Employees pursuant to *Johnson v. Maxim Healthcare Services, Inc.* (2021)
17 66 Cal.App.5th 924, and *Carrington v. Starbucks Corp.* (2018) 30 Cal.App.5th 504.

18 **FIRST CAUSE OF ACTION**

19 **California Private Attorneys General Act, Labor Code § 2699, *et seq.***

20 **(Against all Defendants)**

21 21. Plaintiff refers to and incorporates herein by reference all of the above paragraphs as
22 though fully set forth herein.

23 22. Under the Private Attorneys General Act of 2004, Cal. Labor Code §§ 2698-2699.5, an
24 aggrieved employee, on behalf other current or former employees, may recover penalties under any
25 provision of the Cal. Labor Code that provides for civil penalties. These penalties are in addition to
26 any other relief available under the Cal. Labor Code.

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1 23. As set forth above, Defendant has committed numerous violations for which the Labor
2 Code provides for penalties, including violations of Cal. Labor Code §§ 201-203, 204, 210, 221-223,
3 226, 226.3, 226.7, 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197.1, 1198, 2800, and 2802.

4 24. Plaintiff and the other hourly-paid or non-exempt employees are “Aggrieved
5 Employees” as defined by California Labor Code section 2699(c) in that they are all current or former
6 employees of Defendants, and one or more of the alleged violations was committed against them.

7 26. On January 12, 2024, Plaintiff provided written notice by online submission to the
8 LWDA and by U.S. Certified Mail to Defendant of the specific provisions of the California Labor
9 Code alleged to have been violated, including the facts and theories to support the alleged violations.
10 Plaintiff has not received an LWDA Notice within sixty-five (65) calendar days of the date of
11 Plaintiff’s notice. Accordingly, Plaintiff has exhausted administrative remedies as required by Cal.
12 Labor Code § 2699.3.

13 27. As a direct result of Defendant’s conduct as described, Plaintiff is entitled to recover,
14 on behalf of the State and others aggrieved employees, the maximum civil penalties permitted by the
15 Private Attorneys General Act from Defendants for all violations of Labor Code §§ 201-203, 204, 210,
16 221-223, 226, 226.3, 226.7, 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197.1, 1198, 2800, and
17 2802 as well as reasonable attorney’s fees and costs.

18 28. Defendant’s conduct of violating the California Labor Code constitutes violations of
19 the PAGA. Therefore, Plaintiff requests penalties against Defendant under the provisions of PAGA
20 section 2699(f).

21 29. The proper measure of damages and penalties under the PAGA is all Aggrieved
22 Employees, whether a party to this action or not. Further, this claim needs no certification to proceed
23 with class-wide recovery. See *Arias v. Superior Court* (2009) 46 Cal. 4th 969, 970-975.

24 30. Further, as a direct and proximate result of the conduct of Defendant, as set forth above,
25 Plaintiffs were forced to incur substantial attorney’s fees and costs which are recoverable under
26 California Labor Code Section 2699(g)(1).

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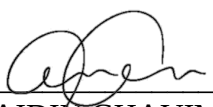
PRAYER

WHEREFORE, Plaintiff, individually, and on behalf of aggrieved employees, pray for an award and judgment against Defendants, jointly and severally, as follows:

- 1. For declaratory relief;
- 2. For statutory and civil penalties according to proof, including but not limited to all penalties authorized by the California Labor Code § 2699;
- 3. For an award of interest, including prejudgment interest, at the legal rate;
- 4. For an award of reasonable attorneys’ fees and costs on the applicable causes of action pursuant to California Labor Code §§ 226, and any other applicable provisions providing for attorneys’ fees and costs; and
- 5. For such other and further relief as the Court may deem just and appropriate.

DATED: March 31, 2024

STARPOINT, LC

By: 

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