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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

MIKE SAFOURI, individually and on behalf
of himself as an aggrieved employee and in
his capacity as a Private Attorney General,

Plaintiff,

vs.

JOE MACPHERSON FORD dba
AUTONATION FORD TUSTIN, a
California corporation; AUTONATION,
INC., a corporation, and DOES 1 through
100, inclusive,

Defendants.

Case No.: **24STCV19533**

**REPRESENTATIVE ACTION COMPLAINT
FOR:**

- (1) VIOLATION OF THE PRIVATE
ATTORNEYS GENERAL ACT OF 2004
("PAGA") [Lab. Code § 2698 *et seq.*]

DEMAND FOR TRIAL BY JURY

1 Plaintiff Mike Safouri (“Plaintiff”), individually and as a private attorney general, based upon
2 facts that either have evidentiary support or are likely to have evidentiary support after a reasonable
3 opportunity for further investigation and discovery, alleges as follows:

4 **JURISDICTION AND VENUE**

5 1. Plaintiff brings this action against Defendant (defined below) and Does 1 through 100
6 for California Labor Code violations, unfair business practices, and civil penalties stemming from
7 Defendant’s misclassification of employees, failure to pay overtime compensation, failure to provide
8 meal periods, failure to authorize and permit rest periods, failure to pay minimum wage, failure to
9 timely pay wages, failure to provide written notice of paid sick leave and supplemental paid sick
10 leave, failure to provide accurate wage statements, failure to maintain accurate time and payroll
11 records, and failure to reimburse necessary business-related expenses.

12 2. Plaintiff’s First Cause of Action is brought as a representative action on behalf of
13 himself and certain other current and former employees of Defendant against whom one or more of
14 the alleged violations was committed (hereinafter collectively referred to as the “Aggrieved
15 Employees”) pursuant to California Labor Code sections 2698, *et seq.* Plaintiff is an aggrieved
16 employee against whom one or more of the alleged violations occurred. The civil penalties sought
17 by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be established
18 according to proof at trial.

19 3. Plaintiff brings this action as a Representative Action on behalf of the LWDA and
20 other Aggrieved Employees against Defendants JOE MACPHERSON FORD dba AUTONATION
21 FORD TUSTIN, a California corporation (“JMF”), and AUTONATION, INC. (“AN”), and DOES 1
22 to 100 (“Defendants”) for PAGA penalties based on, among other things, Defendants’: (a) failure to
23 properly pay all wages due and owing in a timely manner, including overtime pay and minimum
24 wages; (b) failure to properly provide uninterrupted off-duty meal periods and/or required premium
25 wages; (c) failure to properly provide uninterrupted off-duty rest periods and/or required premium
26 wages; (d) failure to properly maintain adequate records including tracking hours worked; (e) failure
27 to properly furnish proper and/or accurate wage statements; (f) failure to properly reimburse
28 reasonable and necessary business expenditures; and (g) failure to properly timely pay all wages due

1 upon termination, among other Labor Code violations.

2 4. The “PAGA Period” is designated as the period from the date the PAGA letter was
3 filed with the LWDA, plus applicable tolling, through the present.

4 5. The Court has jurisdiction over this action pursuant to the California Constitution,
5 Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes”
6 except those given by statute to other courts. The statutes under which this action is brought do not
7 specify any other basis for jurisdiction.

8 6. This Court has jurisdiction over Defendants because, upon information and belief,
9 Defendants are citizens of California, have sufficient minimum contacts in California, or otherwise
10 intentionally avail themselves of the California market so as to render the exercise of jurisdiction over
11 them by the California courts consistent with traditional notions of fair play and substantial justice.

12 7. Venue is proper in this county under section 395.5 of the California Code of Civil
13 Procedure as Defendants own and operate stores in Los Angeles, many of the allegations herein took
14 place within the County of Los Angeles. Further, upon information and belief, many of the Aggrieved
15 Employees were employed by Defendant and/or performed work during the PAGA Period for
16 Defendant in Los Angeles County. Venue is therefore proper in Los Angeles County.

17 8. Venue is proper in any county in which any aggrieved employee worked, and Labor
18 Code violations allegedly occurred. (*Crestwood Behavioral Health, Inc. v. Superior Court*, 60
19 Cal.App.5th 1069, 1075.).

20 **PARTIES**

21 9. Plaintiff MIKE SAFOURI (“PLAINTIFF”) is an individual residing in the County of
22 Orange, State of California.

23 10. Plaintiff is informed, believes, and based thereon alleges that Defendant JOE
24 MACPHERSON FORD dba AUTONATION FORD TUSTIN (“JMF” or “DEFENDANT”) is a
25 California corporation with its principal place of business in Tustin, California. Plaintiff is informed
26 and believes, and based thereon alleges that, at all times relevant herein, JMF employed more than
27 fifty (50) employees for each working day during each of twenty (20) or more calendar weeks in each
28 relevant calendar year.

1 11. Plaintiff is informed, believes, and based thereon alleges that Defendant
2 AUTONATION, INC. (“AUTONATION” or “DEFENDANT”) is a corporation with its principal
3 place of business in California. Plaintiff is informed and believes, and based thereon alleges that, at
4 all times relevant herein, AUTONATION employed more than fifty (50) employees for each working
5 day during each of twenty (20) or more calendar weeks in each relevant calendar year. Plaintiff is
6 informed and believes, and based thereon alleges that, at all times relevant herein, AUTONATION
7 operates stores and locations throughout the state of California, including in Los Angeles County.

8 12. The true names and capacities of the defendants named herein as Does 1 through 100,
9 inclusive, whether individual, corporate, associate or otherwise, are unknown to Plaintiff who
10 therefore sues such defendants by fictitious names pursuant to California Code of Civil Procedure
11 section 474. Plaintiff is informed and believes that all of the Doe defendants are California residents.
12 Plaintiff will amend this Complaint to show such true names and capacities when they have been
13 determined.

14 13. Plaintiff is informed and believes that at all times relevant herein, each Defendant
15 designated, including Defendant and Does 1 through 100 (JMF and AUTONATION together with
16 Does 1 through 100, are collectively referred to as “Defendants”), was the agent, managing agent,
17 principal, owner, partner, joint venturer, representative, manager, servant, employee and/or co-
18 conspirator of each of the other Defendants, and was at all times mentioned herein acting within the
19 course and scope of said agency and employment, and that all acts or omissions alleged herein were
20 duly committed with the ratification, knowledge, permission, encouragement, authorization and
21 consent of each Defendant designated herein. Defendants, if not separately noted, are collectively
22 liable under either a joint employer or a single enterprise theory, or in the alternative that each is an
23 alter ego of one another.

24 14. Defendant is, and at all times herein mentioned was, conducting business in the
25 County of Orange, State of California. Defendant also was the employer of Plaintiff from in or about
26 December 2012 through November 19, 2023, consistent with the California Labor Code and
27 Industrial Welfare Commission Wage Orders (the “Wage Orders”).

28 15. Plaintiff further alleges that Defendants directly or indirectly controlled or affected the

1 working conditions, wages, working hours, and conditions of employment of Plaintiff, and the
2 Aggrieved Employees, so as to make each of said Defendants employers jointly liable under the
3 statutory provisions set forth herein.

4 **PAGA REPRESENTATIVE ACTION**

5 16. Plaintiff is pursuing this specific action as a PAGA action, and not as a class action,
6 for various important reasons, which were articulated by the California Supreme Court in its recent
7 decision, *Estrada v. Royalty Carpet Mills, Inc.* (2024) 15 Cal.5th 582 (*Estrada*), quoted, in pertinent
8 part, in sections a. through e. below.

9 a. In 2003, the Legislature enacted PAGA to remedy “systemic underenforcement” of
10 the Labor Code. (*Williams v. Superior Court* (2017) 3 Cal.5th 531, 545 (*Williams*).)
11 PAGA provides for civil penalties for various Labor Code violations and authorizes
12 “aggrieved employees, acting as private attorneys general, to recover [those]
13 penalties.” (*Iskanian v. CLS Transportation Los Angeles, LLC* (2014) 59 Cal.4th 348,
14 379 (*Iskanian*) abrogated in part on other grounds in *Viking River Cruises, Inc. v.*
15 *Moriana* (2022) 596 U.S. ____ [142 S.Ct. 1906, 213 L.Ed.2d 179] (*Viking River*).)
16 Under the statute, an “aggrieved employee” is “any person who was employed by
17 the alleged violator and against whom one or more of the alleged violations was
18 committed.” (§ 2699, subd. (c).).

19 b. The term “[a]ggrieved employee” . . . governs not just who has standing to bring a
20 PAGA claim, but also who may recover a share of penalties.” (*Kim v. Reins*
21 *International California, Inc.* (2020) 9 Cal.5th 73, 87 (*Kim*).) And a PAGA plaintiff
22 may seek penalties for violations involving aggrieved employees other than the
23 PAGA plaintiff. (*ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175, 185 (*ZB*).) We
24 have sometimes referred to this as a “representative” (*Adolph v. Uber Technologies,*
25 *Inc.* (2023) 14 Cal.5th 1104, 1118, italics omitted, quoting *Iskanian, supra*, 59 Cal.4th
26 at p. 384) or “nonindividual” PAGA claim (*Adolph*, at p. 1114).

27 c. Civil penalties recovered on a PAGA claim are split between the state and aggrieved
28 employees. (*Iskanian, supra*, 59 Cal.4th at p. 382; see § 2699, subd. (i) [75 percent of

civil penalties go to state labor law enforcement agency, 25 percent go to aggrieved employees[.]) “[C]ivil penalties recovered on the state’s behalf are intended to ‘remediate present violations and deter future ones,’ not to redress employees’ injuries.” (*Kim, supra*, 9 Cal.5th at p. 86.).

d. “PAGA suits exhibit virtually none of the procedural characteristics of class actions.” (*Viking River, supra*, ___ U.S. ___ [142 S.Ct. at p. 1920]; see also *Hamilton {v. Wal-Mart Stores, Inc. (9th Cir. 2022)}*, *supra*, 39 F.4th {575} at pp. 583, 588 [summarizing distinctions].) “A class-action plaintiff can raise a multitude of claims because he or she represents a multitude of absent individuals; a PAGA plaintiff, by contrast, represents a single principal, the [Labor and Workforce Development Agency] LWDA, that has a multitude of claims.” (*Viking River*, 142 S.Ct. at p. 1920.) Thus, because PAGA actions do not adjudicate individually held claims, the due process rights of third parties are not paramount. (*Viking River*, at p. 1921.) While “nonparty employees as well as the government are bound by the judgment” in a PAGA action as to a claim for civil penalties, nonparty employees are not bound with respect to “remedies other than civil penalties.” (*Arias v. Superior Court* (2009) 46 Cal.4th 969, 986–987 (*Arias*).) Moreover, “PAGA does not make other potentially aggrieved employees parties or clients of plaintiff’s counsel, does not impose on a plaintiff or counsel any express fiduciary obligations, and does not subject a plaintiff or counsel to scrutiny with respect to the ability to represent a large class.” (*Williams, supra*, 3 Cal.5th at pp. 546–547.).

e. Similar{to federal law}, under California law, in determining whether a class action may be maintained, courts consider whether common issues predominate and whether a class action is a superior method of adjudication. (See *Washington Mutual Bank v. Superior Court* (2001) 24 Cal.4th 906, 913–914 (*Washington Mutual*).) Manageability is considered in connection with such inquiries. (See *Duran, supra*, 59 Cal.4th at p. 29 [“In considering whether a class action is a superior device for resolving a controversy, the manageability of individual issues is just as important as

1 the existence of common questions uniting the proposed class”]; Civil Procedure
2 Before Trial, *supra*, ¶ 14:11.10 [“The proponent of class certification must
3 demonstrate that the proposed class action is manageable,” which “requires the trial
4 court ‘to carefully weigh the respective benefits and burdens of a class action, and to
5 permit its maintenance only where substantial benefits will be accrued by both
6 litigants and the courts alike’ ”].). In contrast, “an employee’s representative action
7 against an employer . . . seeking civil penalties under [PAGA]” need not “satisfy class
8 action requirements.” (*Arias, supra*, 46 Cal.4th at p. 975.) Specifically, there is no
9 requirement that a plaintiff establish predominance of common issues to state a
10 PAGA claim. (*See Wesson, supra*, 68 Cal.App.5th at p. 766.) Likewise, there is no
11 authority suggesting that superiority is a requirement for a representative PAGA
12 action. On the contrary, PAGA is based on the Legislature’s intent to maximize the
13 enforcement of labor laws. (*ZB, supra*, 8 Cal.5th at p. 184.) PAGA’s legislative
14 history also reveals that the Legislature wanted to seek to “achieve maximum
15 compliance with state labor laws.” (*Arias, supra*, 46 Cal.4th at p. 980; see *Wood v.*
16 *Kaiser Foundation Hospitals* (2023) 88 Cal.App.5th 742, 758 (*Wood*) [explaining that
17 the Legislature was concerned with massive underenforcement of labor laws causing
18 state revenue losses].) A legislative intent to maximize the enforcement of labor laws
19 is in tension with the class action superiority requirement, which requires a court to
20 “‘carefully weigh respective benefits and burdens and to allow maintenance of the
21 class action only where substantial benefits accrue both to litigants and the courts.’”
22 (*Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435 (*Linder*)).

23 17. The California Supreme Court in *Estrada* further recognized various differences
24 between PAGA actions and Class Actions, which prevent class action manageability requirements
25 from being grafted onto PAGA claims, including: (1) structural differences between PAGA claims
26 and Class Action claims; and (2) differing jurisprudential histories, including, but not limited to: (a)
27 differences in standing requirements; (b) differences with respect to the relevance of federal law, and
28 (c) the lack of a federal PAGA analogue, in holding that the Court of Appeal properly concluded that

1 a trial court “cannot dismiss a PAGA claim based on manageability.” *Estrada, supra*, generally, and
2 at 620 (quoting language from the underlying Court of Appeal decision, *Estrada v. Royalty Carpet*
3 *Mills, Inc.* (2022) 76 Cal.App.5th 685 (*Estrada II*), 76 Cal.App.5th at p. 709.).)

4 18. In the underlying Court of Appeal decision, the *Estrada II* Court also provided reasons
5 for distinguishing PAGA actions from class actions, including the trial court’s role as a quasi-LWDA.
6 As part of its decision rejecting application of a class action type of manageability requirement to
7 PAGA actions, the *Estrada II* court noted, for example, “where the LWDA has discretion to assess a
8 civil penalty, the courts are to exercise the *same discretion*, subject to *the same limitations and*
9 *conditions* as the LWDA.’ (*LaFace, supra*, 75 Cal.App.5th at p. 401, 290 Cal.Rptr.3d 447; § 2699,
10 subd. (e)(1).) Imposing a manageability requirement would create an extra hurdle in PAGA cases
11 that does not apply to LWDA enforcement actions. This would undermine PAGA's purpose as an
12 ‘administrative enforcement action conducted in court on behalf of the state by an aggrieved
13 employee.’ (See *LaFace*, at p. 397, 290 Cal.Rptr.3d 447; *Williams v. Superior Court, supra*, 3 Cal.5th
14 at p. 548, 220 Cal.Rptr.3d 472, 398 P.3d 69 [“Hurdles that impede the effective prosecution of
15 representative PAGA actions undermine the Legislature’s objectives”].) ” *Estrada II, supra*, at 712-

16 13.

17 19. In short, PAGA actions are materially different from class actions in numerous ways
18 that make the adjudication of a PAGA action unique in its own right and largely orthogonal to class
19 action litigation of similar claims.

20 EXHAUSTION

21 20. On or about May 29, 2024, Plaintiff complied with the notice requirements pursuant
22 to California Labor Code § 2699.3 and gave written notice via online filing and certified mail of the
23 specific provisions alleged to have been violated to the Labor and Workforce Development Agency
24 and Defendants. See, LWDA Case No.: LWDA-CM-1030969-24. The notice sent to the LWDA
25 and to Defendants is incorporated herein by reference.

26 21. The LWDA has not provided notice of its intention to investigate Defendant’s
27 violations, and the time to do so has now passed.

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1 more than ten (10) hours. Defendants also failed to maintain accurate records of meal periods taken
2 by Plaintiff and the Aggrieved employees.

3 28. Throughout the time period involved in this case, Defendants did not adequately
4 inform Plaintiff and the Aggrieved Employees of their right to take meal periods under California
5 law. Moreover, Defendants systematically disregarded its own written policies regarding the
6 provision and timing of meal periods for Plaintiff and the Aggrieved Employees. Instead, Defendant's
7 actual policy and practice was to schedule Plaintiff and the Aggrieved Employees in a way that
8 prohibited them from taking timely and duty-free meal periods, and to require Plaintiff and the
9 Aggrieved Employees to work through their meal periods, for which they were not compensated.

10 29. Throughout the time period involved in this case, Defendants failed to pay Plaintiff
11 and the Aggrieved Employees premium wages for meal periods that were missed, late, interrupted,
12 or shortened in violation of California law. Defendants knew or should have known that Plaintiff and
13 the Aggrieved Employees were entitled to receive all meal periods or payment of one additional hour
14 of pay at their regular rate of pay when a meal period was missed, short, late, and/or interrupted.
15 Notwithstanding this knowledge, Defendants routinely failed to provide legally compliant meal
16 periods to Plaintiff and the Aggrieved Employees, and routinely failed to pay one additional hour of
17 pay to Plaintiff and the Aggrieved Employees at their regular rate of pay when a meal period was
18 missed, short, late, and/or interrupted.

19 30. Throughout the time period involved in this case, Defendants has implemented
20 policies and practices which prohibited Plaintiff and the Aggrieved Employees from taking timely
21 and duty-free rest periods. Defendants regularly failed to provide, authorize, and permit Plaintiff and
22 the Aggrieved Employees to take full, uninterrupted, off-duty rest periods for every shift lasting three
23 and one-half (3.5) to six (6) hours and/or two full, uninterrupted, off-duty rest periods for every shift
24 lasting six (6) to ten (10) hours, and failed to make a good faith effort to authorize, permit, and provide
25 such rest breaks in the middle of each work period.

26 31. Throughout the time period involved in this case, Defendants did not adequately
27 inform Plaintiff and the Aggrieved Employees of their right to take rest periods under California law.
28 Moreover, Defendants systematically disregarded its own written policies regarding the provision

1 and timing of rest periods for Plaintiff and the Aggrieved Employees. Instead, Defendant's actual
2 policy and practice was to schedule Plaintiff and the Aggrieved Employees in a way that regularly
3 prohibited them from taking timely and duty-free rest periods, and to regularly require Plaintiff and
4 the Aggrieved Employees to work through their rest periods.

5 32. Throughout the time period involved in this case, Defendants failed to pay Plaintiff
6 and the Aggrieved Employees premium wages for rest periods that were missed, late, interrupted, or
7 shortened in violation of California law. Defendants knew or should have known that Plaintiff and
8 the Aggrieved Employees were entitled to receive all rest periods or payment of one additional hour
9 of pay at their regular rate of pay when a rest period was missed, short, late, and/or interrupted.
10 Notwithstanding this knowledge, Defendants routinely failed to authorize and permit Plaintiff and
11 the Aggrieved Employees to take duty-free rest periods, and failed to pay one additional hour of pay
12 to Plaintiff and the Aggrieved Employees at their regular rate of pay when a rest period was missed,
13 short, late and/or interrupted.

14 33. Throughout the time period involved in this case, Defendants paid Plaintiff and the
15 Aggrieved Employees with paychecks that would bounce, or delay the issuance of payments, so that
16 payment would not be received by Plaintiff and the Aggrieved Employees until after the time period
17 designated and required by the California Labor Code.

18 34. Throughout the time period involved in this case, Defendants implemented policies
19 that prohibited Plaintiff and the Aggrieved Employees from accurately recording the actual time
20 worked, resulting in a failure to pay Plaintiff and the Aggrieved Employees all wages owed.

21 35. Throughout the time period involved in this case, Plaintiff and the Aggrieved
22 Employees worked more than eight (8) hours in a day, and/or forty (40) hours in a week.

23 36. Throughout the time period involved in this case, Defendants regularly failed to pay
24 all overtime compensation owed to Plaintiff and the Aggrieved Employees when they worked in
25 excess of eight (8) hours in a single work day and/or forty (40) hours in a single work week, or in
26 excess of twelve (12) hours in a single work day and/or eighty (80) hours in a single work week.
27 Defendants knew or should have known that Plaintiff and the Aggrieved Employees were entitled to
28 receive certain wages for overtime compensation and that they were not receiving wages for overtime

1 compensation.

2 37. Throughout the time period involved in this case, Defendants failed to pay overtime
3 to Plaintiff and the Aggrieved Employees for all overtime hours worked based on regular rates of pay
4 correctly calculated to include all applicable remuneration.

5 38. Throughout the time period involved in this case, Defendants regularly failed to pay
6 Plaintiff and the Aggrieved Employees at least minimum wages for all hours worked. Defendants
7 knew or should have known that Plaintiff and the Aggrieved Employees were entitled to receive at
8 least minimum wages for all hours worked and that they were not receiving at least minimum wages
9 for all hours worked. Defendant's failure to pay minimum wages included, *inter alia*, failing to pay
10 Plaintiff and the Aggrieved Employees at the required minimum wage pursuant to California law.

11 39. Throughout the time period involved in this case, Defendants regularly failed to pay
12 Plaintiff and the Aggrieved Employees all wages owed to them upon discharge or resignation.
13 Defendants knew or should have known that Plaintiff and the Aggrieved Employees were entitled to
14 receive all wages owed to them upon termination within the time permissible under California Labor
15 Code section 202. Plaintiff and the Aggrieved Employees did not receive payment of all final wages
16 owed to them upon discharge or resignation, including overtime compensation and minimum wages
17 within any time permissible under California Labor Code section 202.

18 40. Throughout the time period involved in this case, Defendants regularly failed to pay
19 Plaintiff and the Aggrieved Employees all wages within any time permissible under California law,
20 including, *inter alia*, California Labor Code section 204. Defendants knew or should have known
21 that Plaintiff and the Aggrieved Employees were entitled to receive all wages owed to them during
22 their employment. Plaintiff and the Aggrieved Employees did not receive payment of all wages,
23 including overtime compensation, minimum wages, and meal and rest period premiums.

24 41. Throughout the time period involved in this case, Defendants regularly failed to
25 provide complete or accurate wage statements to Plaintiff and the Aggrieved Employees. Defendants
26 knew or should have known that Plaintiff and the Aggrieved Employees were entitled to receive
27 complete and accurate wage statements in accordance with California law, but, in fact, they did not
28 receive complete and accurate wage statements from Defendant. The deficiencies included, *inter*

1 *alia*, the failure to include the total number of hours worked, the actual gross wages earned, the correct
2 rates of pay, and the address of the legal entity of the employer.

3 42. California Labor Code section 246(i) states that an “employer shall provide an
4 employee with written notice that sets forth the amount of paid sick leave available, or paid time off
5 leave an employer provides in lieu of sick leave, for use on either the employee's itemized wage
6 statement as described in Section 226 or in a separate writing provided on the designated pay date
7 with the employee's payment of wages.” Defendants knowingly and intentionally failed to provide
8 timely, accurate, itemized wage statements to Plaintiff and the Aggrieved Employees in accordance
9 with Labor Code sections 226(a) and 246(i), and to keep accurate records as required by section
10 1174(d). The wage statements provided to Plaintiff and the Aggrieved Employees, and the records
11 maintained by Defendant, have not accurately reflected the amounts of available paid sick leave,
12 vacation, or paid time off. Such failures caused injury to Plaintiff and the Aggrieved Employees, by,
13 among other things, depriving them of the rights afforded them by the 2021 COVID-19 Supplemental
14 Paid Sick Leave law, and by impeding them from knowing the accurate amounts of available paid
15 sick leave, vacation, or paid time off.

16 43. Throughout the time period involved in this case, Defendants regularly failed to keep
17 complete or accurate payroll records for Plaintiff and the Aggrieved Employees. Defendants knew or
18 should have known that Defendants was required to keep complete and accurate payroll records for
19 Plaintiff and the Aggrieved Employees in accordance with California law, but, in fact, did not keep
20 complete and accurate payroll records.

21 44. Throughout the time period involved in this case, Defendants regularly failed to
22 maintain accurate records relating to Plaintiff's and the Aggrieved Employees' work periods, meal
23 periods, total daily hours, hours per pay period, and applicable pay rates.

24 45. Throughout the time period involved in this case, Defendants failed to reimburse
25 Plaintiff and the Aggrieved Employees for all necessary business-related expenses, including but not
26 limited to cell phone usage. Defendants knew or should have known that Defendants was required
27 to reimburse Plaintiff and the Aggrieved Employees for all necessary business-related expenses and
28 costs, but, in fact, failed to do so in violation of California law.

46. Throughout the time period involved in this case, Defendants knew or should have known that it had a duty to compensate Plaintiff and the Aggrieved Employees pursuant to California law. Defendants had the financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiff and the Aggrieved Employees that they paid all wages owed to them, all in order to increase Defendant's profits.

47. California Labor Code section 218 states that nothing in Article 1 of the Labor Code shall limit the right of any wage claimant to “sue directly ... for any wages or penalty due to him [or her] under this article.”

FIRST CAUSE OF ACTION

(Violation of California Labor Code § 2699, et seq.)

(Against All Defendants)

48. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

49. Plaintiff brings his first cause of action as a representative action on behalf of himself and similarly Aggrieved Employees in the capacity as a private attorney general pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”).

50. PAGA specifically provides for a private right of action to recover civil penalties for violations of the Labor Code as follows: “Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Section 2699.3.” Cal. Lab. Code § 2699(a).

51. Plaintiff was employed by Defendants and the Labor Code violations alleged above were committed against him during his time of employment. Plaintiff is therefore an “aggrieved employee” under PAGA.

52. As set forth in detail above, during all times relevant to this Action, Defendants has

1 routinely subjected Plaintiff and the Aggrieved Employees to violations of California Labor Codes
2 by:

- 3 a. Failing to pay Plaintiff and the Aggrieved Employees all earned minimum wage
4 compensation in violation of Labor Code §§ 1194 and 1198 *et seq.*
- 5 b. Failing to pay Plaintiff and the Aggrieved Employees all earned overtime
6 compensation in violation of Labor Code §§ 204, 510, 1194, and 1198 *et seq.*
- 7 c. Failing to provide legally required meal periods to Plaintiff and the Aggrieved
8 Employees and failing to pay Plaintiff and the Aggrieved Employees an additional
9 hour of premium pay for meal period violations in violation of Labor Code §§ 226.7
10 and 512.
- 11 d. Failing to provide authorize and permit Plaintiff and the Aggrieved Employees to take
12 duty-free rest periods and failing to pay Plaintiff and the Aggrieved Employees an
13 additional hour of premium pay for rest period violations in violation of Labor Code
14 §§ 226.7 and 512.
- 15 e. Failing to timely pay Plaintiff and the Aggrieved Employees all wages at the end of
16 their employment in violation of Labor Code § 203.
- 17 f. Failing to timely pay Plaintiff and the Aggrieved Employees all wages owed during
18 employment in violation of Labor Code § 204.
- 19 g. Failing to furnish Plaintiff and the Aggrieved Employees with complete, accurate,
20 itemized wage statements in violation of Labor Code § 226.
- 21 h. Failing to maintain accurate records relating to Plaintiff and the Aggrieved
22 Employees' work periods, meal periods, total daily hours, hours per pay period, total
23 wages and compensation, and applicable pay rates in violation of Labor Code §
24 1174(d) and the applicable IWC Wage Order.
- 25 i. Failing to reimburse Plaintiff and the Aggrieved Employees for necessary business-
26 related expenses in violation of Labor Code §§ 2800 and 2802.

27 53. Pursuant to California Labor Code sections 2699 and 2699.5, Plaintiff, individually
28 and on behalf of the Aggrieved Employees and the State of California, requests and is entitled to

recover penalties against Defendants for the Labor Code violations described above, including but not limited to penalties under California Code of Regulations Title 8 section 11010, penalties under California Labor Code sections 2699, 558, 210, 1197.1, 226, 226.3 and 1174.5, and 1197.1, and any and all additional penalties and sums as provided by the California Labor Code and/or other statutes. The exact amount of the applicable penalties, in all, is in an amount to be shown according to proof at trial.

54. Plaintiff has exhausted his administrative remedies pursuant to Labor Code § 2699.3. On May 29, 2024, Plaintiff, through his counsel of record, by online filing with the Labor and Workforce Development Agency (“LWDA”) and by certified mail to the Defendant, notified Defendants and the LWDA of the specific provisions of the Labor Code and IWC Wage Orders that Defendants has violated, including the facts and theories to support the violations, and of Plaintiff’s intent to bring a claim for civil penalties under PAGA. Plaintiff also paid the filing fee required under Labor Code § 2699.3. As of the filing of this Complaint, more than sixty-five (65) days have elapsed since the mailing of Plaintiff’s notice, and the Labor and Workforce Development Agency has not indicated that it intends to investigate the violations discussed in the notice. Accordingly, Plaintiff may commence a civil action to recover penalties for himself and other Aggrieved Employees pursuant to Labor Code § 2699.3.

55. Plaintiff was compelled to retain the services of counsel to file this court action to protect his interests and the interests of the Aggrieved Employees, and to assess and collect the civil penalties owed by Defendant. Plaintiff therefore seeks an award of reasonable attorneys' fees and costs pursuant to Labor Code § 2699(g)(1), and any other applicable statute.

56. Plaintiff may amend this complaint as a matter of right pursuant to California Labor Code § 2699.3 as this complaint has been filed within sixty days of the time periods specified in Labor Code §2699.3.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of all other members of the general public similarly situated, prays for relief and judgment against Defendants, jointly and severally, as follows:

As to the First Cause of Action

1. For statutory attorneys' fees and costs pursuant to 2699(g)(1) of California Labor Code;
2. For the imposition of civil penalties pursuant to California Labor Code §§ 2699, 210, 558, 226, 226.3, 1174.5, 1197.1, and all other penalties allowed by the California Labor Code and/or other applicable statutes;
3. For pre-judgment and post-judgment interest;
4. For punitive and/or exemplary damages, if allowed; and
5. For such other relief as the Court deems just and proper.

Dated: August 5, 2024

WORRELL LAW FIRM, APC

By:



KYLE C. WORRELL
Attorneys for Plaintiff
Mike Safouri

DEMAND FOR TRIAL BY JURY

Plaintiff demands a trial by jury as to all causes of action triable by a jury.

Dated: August 5, 2024

WORRELL LAW FIRM, APC

By: 

KYLE C. WORRELL
Attorneys for Plaintiff
Mike Safouri