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David W. Slayton,
Executive Officer/Clerk of Court,
By J. Covarrubias, Deputy Clerk

IN THE SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES, CENTRAL DIVISION

EMMANUEL MACIAS, an individual,

Plaintiff,

vs.

SEIDNER-MILLER AUTOMOTIVE, INC., a
California corporation DBATOYOTA OF
GLENORA, MURREY SEIDNER, an
individual, and DOES 1 through 20 inclusive,

Defendants.

Case No. **24STCV18820**

COMPLAINT FOR:

1. Failure to Indemnify for Necessary Expenditures in Violation of Labor Code § 2802;
2. Civil Penalties in Violation of Labor Code §§ 2698, et seq.;

Jury Trial Demanded

1. Plaintiff EMMANUEL MACIAS is informed and believes and thereon alleges as follows:

PARTIES, VENUE AND JURISDICTION

2. Plaintiff EMMANUEL MACIAS was at all times relevant hereto a resident of Whittier, California.

3. At all relevant times herein, Defendant TOYOTA OF GLENORA was a Corporation with its principal place of business in Glendora, California.

4. Defendant MURREY SEIDNER was at all times relevant herein the principal of

1 TOYOTA OF GLENDORA.

2 5. Plaintiff is informed and believes, and based thereon alleges, that there exists such a
3 unity of interest and ownership between TOYOTA OF GLENDORA, MURREY SEIDNER, and
4 DOES 1-20 that the individuality and separateness of defendants have ceased to exist.

5 6. Plaintiff is informed and believes, and based thereon alleges, that despite the formation
6 of purported corporate existence, TOYOTA OF GLENDORA, MURREY SEIDNER, and DOES 1-
7 20 are, in reality, one and the same.

8 7. TOYOTA OF GLENDORA, MURREY SEIDNER, and DOES 1-20 do not comply
9 with all requisite corporate formalities to maintain a legal and separate existence.

10 8. The business affairs of TOYOTA OF GLENDORA, MURREY SEIDNER, and
11 DOES 1-20 are, and at all times relevant were, so mixed and intermingled that the same cannot
12 reasonably be segregated, and the same are in inextricable confusion. TOYOTA OF GLENDORA is,
13 and at all times relevant hereto was, used by DOES 1-20 and MURREY SEIDNER as a mere shell
14 and conduit for the conduct of certain of Defendants' affairs, and is, and was, the alter ego of DOES
15 1-20. The recognition of the separate existence of TOYOTA OF GLENDORA would not promote
16 justice, in that it would permit Defendants to insulate themselves from liability to Plaintiff for
17 violations of state law. The corporate existence of TOYOTA OF GLENDORA and DOES 1-20
18 should be disregarded in equity and for the ends of justice because such disregard is necessary to
19 avoid fraud and injustice to Plaintiff herein.

20 9. Accordingly, TOYOTA OF GLENDORA, MURREY SEIDNER, and DOES 1-20 are
21 the alter egos of one another, and the fiction of their separate corporate existence must be disregarded.

22 10. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
23 thereon alleges that TOYOTA OF GLENDORA, MURREY SEIDNER, and DOES 1-20 are joint
24 employers by virtue of a joint enterprise, and that the employees and agents of TOYOTA OF
25 GLENDORA were also employees of MURREY SEIDNER and DOES 1-20. TOYOTA OF
26 GLENDORA employees performed services for each and every one of Defendants, and to the mutual
27 benefit of all Defendants, and all Defendants shared control of them as employees, either directly or
28 indirectly, and the manner in which Defendants' business was and is conducted.

1 11. The true names and capacities, whether individual, corporate, associate, or otherwise,
2 of the Defendants named herein as DOES 1-20, inclusive, are unknown to Plaintiff at this time and
3 therefore these Defendants are sued by such fictitious names. Plaintiff will seek leave to amend this
4 Complaint to insert the true names and capacities of these Defendants when they become known to
5 Plaintiff. Plaintiff is informed and believes and based thereupon alleges, that each of the fictitiously
6 named Defendant is responsible for the wrongful acts alleged herein and are therefore liable to
7 Plaintiff as alleged hereinafter.

8 12. Plaintiff is informed and believes and based thereupon alleges, that at all times relevant
9 hereto, Defendants were the agents, employees, managing agents, supervisors, coconspirators, parent
10 corporation, joint employers, alter egos, successors, and/or joint ventures of the other Defendant, and
11 each of them, and in doing the things alleged herein, were acting at least in part within the course and
12 scope of said agency, employment, conspiracy, joint employer, alter ego status, successor status
13 and/or joint venture and with the permission and consent of each of the other Defendant.

14 13. Plaintiff is informed and believes and based thereupon alleges, that Defendant,
15 including those defendants named as DOES 1-20 acted in concert with one another to commit the
16 wrongful acts alleged herein, and aided, abetted, incited, compelled and/or coerced one another in the
17 wrongful acts alleged herein, and/or attempted to do so. Plaintiff is further informed and believes,
18 and based thereupon alleges, that Defendant, including those defendants named as DOES 1-20
19 formed and executed a conspiracy or common plan pursuant to which they would commit the
20 unlawful acts alleged herein, with all such acts alleged herein done as part of and pursuant to said
21 conspiracy, intended to cause and actually causing Plaintiff's harm.

22 14. Whenever and wherever reference is made in this Complaint to any act or failure to
23 act by a Defendant or co-Defendant, such allegations and references shall also be deemed to mean
24 the acts and/or failures to act by each Defendant acting individually, jointly and severally.

25 **FACTUAL ALLEGATIONS**

26 15. EMMANUEL MACIAS worked as a Lube Technician for Defendants from
27 approximatley July 2022 to approximately March 2023.

28 16. Plaintiff's job duties included performing maintenance to vehicles such as tire and oil

1 changes, changing or replacing cabin and engine air filter. Typically, Plaintiff and another team
2 member would service about 20 vehicles per day. If the shop was busy, the volume of cars serviced
3 increased to about 30 per team.

4 17. Defendant STONEEDGE FURNITURE LLC is a retail business that includes the
5 sale of furniture. Plaintiff worked at the Ashely Furniture located on 1601 Ashley Way Colton,
6 California 92324.

7 18. Plaintiff worked 5 days per week from 7:00 a.m. to 4:00 p.m. Defendants paid Plaintiff
8 \$16 per hour.

9 19. During Plaintiff's employment, Defendants failed to supply technicians and mechanics
10 a sufficient quantity of tools at their work location. Thus, Plaintiff and other employees were required
11 to provide their own tools in order to perform their job duties.

12 20. Plaintiff, along with other mechanics and technicians are told that there is a toolbox
13 available to them, however, that toolbox belongs to the shop foreman and is only accessible while the
14 foreman is present.

15 21. Upon hire Plaintiff asked what tools were required to perform his job duties, and the
16 shop foreman told him to observe which tools technicians were using and to buy those. Plaintiff did
17 indeed purchase those tools to perform his assigned tasks but was never reimbursed by Defendants.

18 22. Additionally, Defendants failed to provide adequate tools to technicians. Plaintiff and
19 other technicians were forced to purchase their own sandpaper because the available sandpaper was
20 inadequate. There were certain tasks, such as headlight restoration, that required 1000 to 3000 grit
21 sandpaper but only 500 to 800 grit sandpaper was available. Thus, technicians were unable to
22 adequately perform their job duties with the tools provided.

23 23. At all times relevant herein, Defendants provided Plaintiff and other employees with
24 an insufficient quantity of tools to adequately perform their job duties. The tools provided by
25 Defendants were insufficient to allow a single technician to perform their job. As such, technicians
26 and other employees were required to incur thousands of dollars in tool expenditures, which
27 Defendants have not reimbursed. Defendants' practice of failing to reimburse non-double minimum
28 wage-earning technicians for the purchase of their hand tools and equipment is violation of Labor

1 Code § 2802.

2 24. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should
3 have known that Plaintiff was entitled to receive full reimbursement for all business-related expenses
4 and costs he incurred in direct consequence of the discharge of his duties and that he did not receive
5 full reimbursement of applicable business-related expenses and costs incurred.

6 **FIRST CAUSE OF ACTION**

7 **FAILURE TO INDEMNIFY FOR NECESSARY EXPENDITURES**

8 **IN VIOLATION OF LABOR CODE § 2802**

9 **(AGAINST ALL DEFENDANTS)**

10 25. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as
11 though fully set forth herein.

12 26. An employer shall indemnify his or her employee for all necessary expenditures or
13 losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his
14 or her obedience to the directions of the employer.

15 27. From July 2022 to the present date, Plaintiff has been required by Defendants to
16 purchase tools, and in fact did purchase tools in order to perform their duties.

17 28. From July 2022 to the present date, Defendants failed to pay Plaintiff less than twice
18 the minimum wage in contravention of IWC Wage Order 4-2001, § 9(B), 8 CAL. CODE REGS. §
19 11040, § 9(B), and California Labor Code §§ 1182, 1194, 1194.2, and 1197.

20 29. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
21 Defendants have maintained a policy, practice, or a lack of policy, which resulted in their failure to
22 indemnify Plaintiff for the reasonable expenses they incurred in the course of performing their duties.

23 30. As a result of the foregoing, Plaintiff is entitled to recover all sums incurred by their
24 for the purchase of the tools that were necessary for the performance of their job and which they was
25 required to purchase in an amount according to proof at trial.

26 31. As a result of the foregoing, Plaintiff is further entitled to an award of interest at the
27 same rate as judgments in civil actions, accruing from the date on which Plaintiff incurred the
28 necessary expenditures or loses and all reasonable costs, including attorney's fees incurred by them

1 enforcing the rights granted by Labor Code § 2802.

2 **SECOND CAUSE OF ACTION**
3 **CIVIL PENALTIES IN VIOLATION OF**
4 **LABOR CODE § 2699, ET SEQ.**
5 **(AGAINST ALL DEFENDANTS)**

6 32. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as
7 though fully set forth herein.

8 33. Under Labor Code §2698, et seq., Plaintiff, as a aggrieved employee, may bring an
9 action against Defendants, on behalf of themselves and other current or former employees, seeking civil
10 penalties for defendants' violations of the California Labor Code.

11 34. Plaintiff was an aggrieved employee within the meaning of Labor Code §2698, et seq.
12 by virtue of the numerous Labor Code violations she was subjected to as plead herein.

13 35. Defendants also subjected the aggrieved employees on whose behalf Plaintiff brings
14 this enforcement action to all of the Labor Code violations plead herein, including failing to reimburse
15 for necessary business expenditures in violation of Labor Code § 2802.

16 36. On May 13, 2024, Plaintiff provided written notice by online filing with the Labor and
17 Workforce Development Agency and by certified mail to Defendants of the specific provisions of the
18 Labor Code alleged to have been violated, including the facts and theories to support the alleged
19 violation, as required by Labor Code § 2699.3 (a) (1) (A).

20 37. As of the filing of this Complaint, Plaintiff has received no notice from the Labor and
21 Workforce Development Agency of its intent to pursue an action against Defendants.

22 38. As a direct and proximate result of Defendants' California Labor Code violations as
23 set forth herein, Plaintiff is entitled to civil penalties of \$100 for each aggrieved employee per pay
24 period for the initial violation, and \$200 for each aggrieved employee per pay period for each
25 subsequent violation, pursuant to Labor Code §2699 (f), for those Labor Code sections not expressly
26 providing for a penalty, and civil penalties provided by the specific Labor Code sections that do
27 expressly provide for a penalty.

28 39. Plaintiff is also entitled to reasonable attorney's fees and costs, and 25% of the

1 recovered civil penalties.

2 **PRAYER FOR RELIEF**

3 Plaintiff prays for relief and judgment against Defendant as follows:

4 1. For damages, unpaid wages, penalties, injunctive relief, and attorneys' fees in excess
5 of \$25,000, exclusive of interest and costs.

6 **As to the First Cause of Action**

7 **(Unreimbursed Business Expenses)**

8 2. That the Court adjudge, declare and decree that Defendants violated Labor Code §
9 2802 by willfully failing to reimburse business expenses incurred by Plaintiff and the Class;

10 3. For unreimbursed business expenses and for all actual, consequential, and incidental
11 losses and damages, according to proof;

12 4. For interest at the same rate as judgments in civil actions, accruing from the date on
13 which Plaintiff and the Class incurred the necessary expenditures or loses pursuant to Labor Code §
14 2802;

15 5. For all reasonable costs and attorney's fees incurred by Plaintiff's enforcement of the
16 rights granted by Labor Code § 2802 pursuant to Labor Code § 2802 (c); and

17 6. For such other relief that the Court deems just and appropriate.

18 **As to the Second Cause of Action**

19 **(Civil Penalties under the PAGA)**

20 7. That the Court declare, adjudge, and decree that Defendants violated all California
21 Labor Code sections plead herein, including Labor Code § 2802;

22 8. For civil penalties pursuant to 210, 2699 (a) and/or 2699 (a), (f) and (g), for violations
23 of all California Labor Code sections plead herein, including Labor Code § 2802;

24 9. For attorneys' fees and costs pursuant to California Labor Code § 2699 (g) (1), and
25 any and all other relevant statutes, for Defendants' violations of all California Labor Code sections
26 plead herein, including Labor Code § 2802;

27 10. For pre-judgment and post-judgment interest as provided by law; and

28 11. For such other and further relief as the Court deems just and appropriate.

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DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury on all issues.

PIMENTEL LAW, P.C.

Dated: July 23, 2024

By: 
Gabriel J. Pimentel, Esq.
Yesenia L. Rodriguez, Esq.
Attorneys for Plaintiff