

Taras Kick (SBN 143379)
Nicholas Rosenthal (SBN 268297)
Greg Taylor (SBN 315128)
THE KICK LAW FIRM, APC
815 Moraga Drive
Los Angeles, California 90049
(310) 395-2988 Telephone
(310) 395-2088 Facsimile
Taras@kicklawfirm.com
Nick@kicklawfirm.com
Greg@kicklawfirm.com

Attorneys for GARY INGRAHAM,
individually and on behalf of other aggrieved
employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF BUTTE**

GARY INGRAHAM, individually, and on behalf
of other aggrieved employees,

Plaintiff,

vs.

ENTERPRISE RENT-A-CAR COMPANY OF
SACRAMENTO, LLC, a Delaware limited
liability company; and DOES 1 through 50,
inclusive,

Defendants.

Case No. 24CV03385

COMPLAINT FOR DAMAGES FOR:

- (1) VIOLATION OF CAL. LABOR CODE
§§ 1194, 1197, AND 1197.1
- (2) VIOLATION OF CAL. LABOR CODE
§§ 510 AND 1194
- (3) VIOLATION OF CAL. LABOR CODE
§ 226
- (4) VIOLATION OF CAL. BUS. & PROF.
CODE § 17200, *ET SEQ.*
- (5) VIOLATION OF LABOR CODE § 2698,
ET SEQ. (“PAGA”)

DEMAND OVER \$35,000



1 Plaintiff Gary Ingraham (“Plaintiff”) hereby submits this Complaint against Enterprise Rent-
2 A-Car Company of Sacramento, LLC, a Delaware limited liability company (“Defendant” or
3 “Company”), and Does 1-50 (hereinafter collectively referred to as “Defendants”), individually and
4 as a representative action under the California Private Attorneys General Act (“PAGA”) for failure to
5 pay minimum wages earned, failure to provide pay overtime wages earned, and penalties under the
6 California Labor Code, and for restitution, as follows:

7 **INTRODUCTION**

8 1. This action is within the Court’s jurisdiction under California Labor Code sections 226,
9 510, 1194, 1197, 1197.1, 2698 *et seq.*, and the applicable Wage Orders of the Industrial and Welfare
10 Commission (the “IWC”).

11 2. This action includes both individual claims and a representative action under the PAGA.
12 With respect to Plaintiff’s PAGA claim, Plaintiff is not suing in his individual capacity; he is
13 proceeding herein solely under the PAGA, on behalf of the State of California for all aggrieved
14 employees, including himself and other aggrieved employees.

15 3. This Complaint challenges illegal employment practices resulting in violations of the
16 California Labor Code against Plaintiff individually, and with respect to the PAGA claim, against
17 Plaintiff and aggrieved employees.

18 4. Plaintiff is informed and believes and based thereon alleges that Defendants jointly and
19 severally have acted intentionally and with deliberate indifference and conscious disregard to the rights
20 of Plaintiff and other aggrieved employees by failing to pay all minimum wages owed, failing to pay
21 all overtime wages owed, and failing to provide legally compliant wage statements.

22 **JURISDICTION AND VENUE**

23 5. The Court has jurisdiction over the violations of California Labor Code sections 226,
24 510, 1194, 1197, 1197.1, and 2698 *et seq.*

25 6. Venue is proper in Butte County because Plaintiff worked for Defendant in the City of
26 Chico, California.

27 **PARTIES**

28 7. In or around March 2024, Plaintiff was hired by Defendant as a driver. Plaintiff has

1 worked as a non-exempt employee throughout his employment with Defendant.

2 8. Plaintiff is informed and believes and based thereon alleges that Defendant was and is a
3 company that engages in motor vehicle rentals, sharing, and sales.

4 9. Plaintiff is informed and believes, and based thereon alleges, that Defendant Enterprise
5 Rent-A-Car Company of Sacramento, LLC is a Delaware limited liability company with California
6 Entity Number 200921610001, which maintains operations in the State of California, including its
7 California office located at 150 N Sunrise Ave, Roseville, CA 95661.

8 10. Plaintiff is informed and believes and based thereon alleges that at all times herein
9 mentioned Defendant and DOES 1 through 50 are and were business entities, individuals, and
10 partnerships, licensed to do business and actually doing business in the State of California.

11 11. As such, and based upon all the facts and circumstances incident to Defendants' business
12 in California, Defendants are subject to Labor Code sections 226, 510, 1194, 1197, 1197.1, 2698 *et*
13 *seq.*, and the applicable Wage Orders.

14 12. Plaintiff does not know the true names or capacities, whether individual, partner or
15 corporate, of the Defendants sued herein as DOES 1 through 50, inclusive, and for that reason, said
16 Defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this complaint
17 when the true names and capacities are known. Plaintiff is informed and believes and based thereon
18 alleges that each of said fictitious Defendants was responsible in some way for the matters alleged
19 herein and proximately caused Plaintiff and Aggrieved Employees to be subject to the illegal
20 employment practices, wrongs and injuries complained of herein.¹

21 13. At all times herein mentioned, each of said Defendants participated in the doing of the
22 acts hereinafter alleged to have been done by the named Defendants; and furthermore, the Defendants,
23 and each of them, were the agents, servants, and employees of each of the other Defendants, as well
24 as the agents of all Defendants, and at all times herein mentioned, were acting within the course and
25 scope of said agency and employment.

26 14. Plaintiff is informed and believes and based thereon alleges that at all times material

27
28 ¹ As used in this complaint, the term "Aggrieved Employees" refers to all current and former non-
exempt employees of Defendants in the State of California who were paid wages at any time from
July 30, 2023, through the present.

1 hereto, each of the Defendants named herein was the agent, employee, alter ego and/or joint venturer
2 of, or working in concert with each of the other co-Defendants and was acting within the course and
3 scope of such agency, employment, joint venture, or concerted activity. To the extent said acts,
4 conduct, and omissions were perpetrated by certain Defendants, each of the remaining Defendants
5 confirmed and ratified said acts, conduct, and omissions of the acting Defendants.

6 15. At all times herein mentioned, Defendants, and each of them, were members of, and
7 engaged in, a joint venture, partnership, and common enterprise, and acting within the course and
8 scope of, and in pursuance of, said joint venture, partnership, and common enterprise.

9 16. At all times herein mentioned, the acts and omissions of various Defendants, and each
10 of them, concurred and contributed to the various acts and omissions of each and all of the other
11 Defendants in proximately causing the injuries and damages as herein alleged. At all times herein
12 mentioned, Defendants, and each of them, ratified each and every act or omission complained of
13 herein. At all times herein mentioned, the Defendants, and each of them, aided and abetted the acts
14 and omissions of each and all of the other Defendants in proximately causing the damages as herein
15 alleged.

16 **FIRST CAUSE OF ACTION**

17 **VIOLATION OF LABOR CODE §§ 1194, 1197, AND 1197.1**

18 **(BY PLAINTIFF INDIVIDUALLY AGAINST ALL DEFENDANTS)**

19 17. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though
20 fully set forth herein.

21 18. This cause of action is brought pursuant to Labor Code sections 1194, 1197 and 1197.1,
22 which require an employer to pay employees minimum wages for all hours worked less than eight
23 hours in a day and/or less than 40 hours in a workweek.

24 19. As a pattern and practice, Defendants suffered and permitted Plaintiff to work without
25 payment of minimum wages for all hours worked in a workday and workweek. Specifically,
26 Defendants required Plaintiff to communicate with Defendants while off-the-clock regarding his
27 schedule and assignments for the following day. Plaintiff did not receive the payment of wages for
28 such time.

20. Such a pattern, practice and uniform administration of corporate policy regarding illegal employee compensation as described herein is unlawful and creates an entitlement to recovery by Plaintiff in a civil action, for the unpaid balance of the full amount of damages owed, including interest thereon, penalties, attorneys' fees, and costs of suit according to the mandate of California Labor Code sections 1194, 1197, and 1197.1.

SECOND CAUSE OF ACTION

VIOLATION OF LABOR CODE §§ 510 AND 1194

(BY PLAINTIFF INDIVIDUALLY AGAINST ALL DEFENDANTS)

21. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

22. This cause of action is brought pursuant to Labor Code sections 510 and 1194, which require an employer to pay employees overtime at a rate of one and one-half the employee's regular rate of pay for any work in excess of eight hours in a workday or 40 hours in a workweek.

23. As a pattern and practice, Defendants suffered and permitted Plaintiff to work in excess of eight hours in a workday and/or over 40 hours in a workweek without overtime pay. Specifically, Defendants required Plaintiff to communicate with Defendants while off-the-clock regarding his schedule and assignments for the following day. Plaintiff did not receive the payment of overtime wages for such time.

24. Such a pattern, practice and uniform administration of corporate policy regarding illegal employee compensation as described herein is unlawful and creates an entitlement to recovery by Plaintiff in a civil action, for the unpaid balance of the full amount of damages owed, including interest thereon, penalties, attorneys' fees, and costs of suit according to the mandate of California Labor Code sections 510 and 1194.

THIRD CAUSE OF ACTION

VIOLATION OF LABOR CODE § 226

(BY PLAINTIFF INDIVIDUALLY AGAINST ALL DEFENDANTS)

40. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though

1 fully set forth herein.

2 41. Defendants, as a matter of policy and practice, did not provide accurate records in
3 violation of Labor Code section 226(a) by failing to provide accurate payroll records to employees.

4 42. Here, Plaintiff was paid hourly. As such, the wage statements should have reflected the
5 applicable hourly rates of pay and gross and net wages earned, pursuant to Labor Code section 226(a).
6 However, the wage statements provided to Plaintiff failed to identify such information. Specifically,
7 as a result of the aforementioned violations of the Labor Code, the wages statements identified
8 incorrect wage rates and net and gross wages earned, in violation of Labor Code section 226(a).

9 43. Such a pattern, practice and uniform administration of corporate policy as described
10 herein is unlawful and creates an entitlement to recovery by Plaintiff in a civil action, for all damages
11 or penalties pursuant to Labor Code section 226, including interest thereon, attorneys' fees, and costs
12 of suit according to the mandate of California Labor Code section 226.

13 **FOURTH CAUSE OF ACTION**

14 **VIOLATIONS OF THE UCL, BUSINESS & PROFESSIONS CODE § 17200, *ET SEQ.***

15 **(BY PLAINTIFF INDIVIDUALLY AGAINST ALL DEFENDANTS)**

16 44. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though
17 fully set forth herein.

18 45. Defendants, and each of them, have engaged and continue to engage in unfair and
19 unlawful business practices in California by practicing, employing and utilizing the employment
20 practices outlined above, include, to wit, by: (1) failing to provide minimum wages in violation of
21 Labor Code §§ 1194, 1197, and 1197.1; (2) failing to provide overtime wages in violation of Labor
22 Code §§ 510 and 1194; and (3) failing to provide accurate and complete wage statements in violation
23 of Labor Code § 226.

24 46. Defendants' utilization of such unfair and unlawful business practices constitutes unfair,
25 unlawful competition and provides an unfair advantage over Defendants' competitors.

26 47. Plaintiff seeks, individually, full restitution of monies, as necessary and according to
27 proof, to restore any and all monies withheld, acquired and/or converted by the Defendants by means
28 of the unfair practices complained of herein.

48. Plaintiff is informed and believes, and based thereon alleges, that at all times herein mentioned Defendants have engaged in unlawful, deceptive, and unfair business practices, as proscribed by California Business and Professions Code § 17200, *et seq.*, including those set forth herein above thereby depriving Plaintiff the minimum working condition standards and conditions due to him under the California laws as specifically described therein.

FIFTH CAUSE OF ACTION

FOR PENALTIES UNDER LABOR CODE § 2698 *ET SEQ.*

(BY PLAINTIFF, ON BEHALF OF THE STATE AND ALL AGGRIEVED EMPLOYEES,
AGAINST ALL DEFENDANTS)

49. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

50. Plaintiff brings this cause of action as a proxy for the State of California, and in this capacity, seeks penalties on behalf of all Aggrieved Employees from July 30, 2023, through the present, for Defendants' policies and practices of: (a) failing to provide all minimum wages owed in violation of Labor Code sections 1194, 1197, and 1197.1; (b) failing to provide all overtime wages owed in violation of Labor Code sections 510 and 1194; (c) failing to timely pay all earned wages, in violation of Labor Code section 204; and (d) failing to provide accurate and complete wage statements in violation of Labor Code section 226.

51. Labor Code sections 1194 and 1197 require employers to pay employees minimum wages for all hours worked less than eight hours in a day and/or less than 40 hours in a workweek. Pursuant to Labor Code Section 1197.1, any employer who pays an employee a wage less than the minimum wage is subject to a civil penalty. Where employees work in excess of eight hours in a workday or 40 hours in a workweek, Labor Code sections 510 and 1194 require employers to pay overtime wages at one and one-half times the employee's regular rate. Plaintiff and Aggrieved Employees were non-exempt employees of Defendants. However, Defendants required Plaintiff and Aggrieved Employees to communicate with Defendants while off-the-clock regarding their schedules and assignments for the following day. Defendants failed to pay these employees minimum and/or overtime wages for such time. Accordingly, Defendants failed to comply with Labor Code sections

1 510, 1194, 1197 and 1197.1.

2 52. Labor Code section 204 requires that employers timely pay all earned wages to non-
3 exempt employees, at least twice during each calendar month, on days designated in advance as regular
4 paydays. As a pattern and practice, Defendants failed to pay Plaintiff and Aggrieved Employees
5 minimum and/or overtime wages for time spent communicating with Defendants while off-the-clock
6 regarding their schedules and assignments for the following day. Accordingly, Defendants failed to
7 comply with Labor Code section 204.

8 53. Labor Code section 226(a) requires employers to provide employees with earnings
9 statements that accurately indicate the applicable hourly rates of pay and gross and net wages earned.
10 However, the wage statements provided to Plaintiff and Aggrieved Employees failed to identify such
11 information. Specifically, as a result of the aforementioned violations of the Labor Code, the wages
12 statements identified incorrect wage rates and net and gross wages earned, in violation of Labor Code
13 section 226(a).

14 54. On or about July 30, 2024, Plaintiff submitted notice online to the California Labor &
15 Workforce Development Agency ("LWDA") of Defendants' violations of Labor Code sections 204,
16 226, 510, 1194, 1197, 1197.1, pursuant to Labor Code section 2698, et seq., the Private Attorney
17 General Act ("PAGA"). More than sixty-five days (65) has elapsed since Plaintiff sent written notice.

18 55. To date, the LWDA has not responded to Plaintiff's written notice. As such, pursuant to
19 Labor Code section 2699(a), Plaintiff seeks recovery of any and all applicable civil penalties for
20 Defendants' violation of the aforementioned Labor Code sections for the time period described above,
21 on behalf of himself and other Aggrieved Employees.

22 **PRAYER FOR RELIEF**

23 WHEREFORE, Plaintiff prays for judgment individually and on behalf of other aggrieved
24 employees against Defendants, jointly and severally, as follows:

25 1. Upon the First Cause of Action, for damages and/or penalties pursuant to statute as set
26 forth in Labor Code §§ 1194, 1197, and 1197.1, and for costs and attorneys' fees;

27 2. Upon the Second Cause of Action, for damages and/or penalties pursuant to statute as
28 set forth in Labor Code §§ 510 and 1194, and for costs and attorneys' fees;

1 3. Upon the Third Cause of Action, for damages and/or penalties pursuant to statute as set
2 forth in Labor Code section 226, and for costs and attorneys' fees;

3 4. Upon the Fourth Cause of Action, for restitution to Plaintiff of all funds unlawfully
4 acquired by Defendants by means of any acts or practices declared by this Court to be in violation of
5 Business and Professions Code § 17200, *et seq.*;

6 5. Upon the Fifth Cause of Action, for civil penalties according to proof pursuant to Labor
7 Code §§ 2698 *et seq.*, and for costs and attorneys' fees;

8 6. On all causes of action for attorneys' fees and costs as provided by California Labor
9 Code §§ 218.5, 226, 510, 1194, 1197, 1197.1, 2699, and Code of Civil Procedure § 1021.5; and

10 7. For such other and further relief as the Court may deem just and proper.

11
12 DATED: October 4, 2024

THE KICK LAW FIRM, APC

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14 By: 
15 Nick Rosenthal
16 Greg Taylor
17 Attorneys for Plaintiff, individually and on
18 behalf of other aggrieved employees
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