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**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES**

**CENTRAL DIVISION – STANLEY MOSK COURTHOUSE**

BORIS KHODJAMIRIAN, as Private Attorney  
General,

Plaintiff,

vs.

SIXT RENT A CAR, LLC; and DOES 1 to 25,  
inclusive,

Defendants.

Case No.:

**COMPLAINT FOR CIVIL PENALTIES  
AND OTHER RELIEF UNDER THE  
PRIVATE ATTORNEYS GENERAL  
ACT, LABOR CODE § 2699, ET SEQ.**

Plaintiff BORIS KHODJAMIRIAN (“Plaintiff”), as Private Attorney General, hereby bring this Complaint against Defendant Sixt Rent a Car, LLC (“Sixt”), and DOES 1 to 25, inclusive, and allege as follows on his personal knowledge, or, where indicated, on information and belief.

**JURISDICTION AND VENUE**

1. Plaintiff seeks to recover civil penalties on behalf of himself and other current and former employees aggrieved by Defendant’s violations of the California Labor Code and

1 applicable Wage Orders, pursuant to the Labor Code Private Attorneys General Act of 2004,  
2 Labor Code §§ 2699, *et seq.* (“PAGA”). This Court has jurisdiction over this matter pursuant to  
3 Labor Code § 2699 and Code of Civil Procedure § 410.10.

4 2. Venue is proper in this Court because Defendant employed Plaintiff and other  
5 aggrieved employees in the County of Los Angeles, and because some or all of the violations  
6 alleged herein occurred in this County.

### 7 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

8 3. Plaintiff submitted written notice of the Labor Code violations alleged herein to the  
9 California Labor and Workforce Development Agency (“LWDA”) and to Defendant, as required  
10 by Labor Code § 2699.3. The LWDA did not elect to investigate the alleged violations within the  
11 statutory timeframe, thereby authorizing Plaintiff to bring this action.

### 12 **PARTIES**

13 4. Plaintiff is, and at all times relevant was, an individual over the age of eighteen and a  
14 resident of California. Within the statute of limitations periods applicable to the PAGA, Plaintiff was  
15 employed in an inside sales position and routinely worked more than eight hours per day and/or 40  
16 hours per week.

17 5. Plaintiff brings this action as an aggrieved employee on behalf of himself and other  
18 current and former employees who were employed by Defendant and subjected to one or more of  
19 the unlawful employment practices alleged herein.

20 6. Defendant Sixt Rent a Car, LLC is a limited liability company authorized to do  
21 business in California and employs individuals within the State of California, including in the  
22 County of Los Angeles.

23 7. Plaintiffs do not know the true names or capacities, whether individual, partner, or  
24 corporate, of the defendants sued herein as DOES 1 to 25, inclusive, and for that reason, said  
25 defendants are sued under such fictitious names, and Plaintiffs will amend this Complaint as  
26 provided by law when such true names and capacities are discovered. Plaintiffs are informed, and  
27 believe, and based thereon allege, that each of said fictitious defendants, whether individual,  
28 partners, or corporate, was responsible in some manner for the acts and omissions alleged herein,

1 and proximately caused Plaintiff and other aggrieved employees to be subject to the unlawful  
2 employment practices, wrongs, injuries, and damages complained of herein.

3  
4 **FACTUAL ALLEGATIONS**

5 8. At all times during his employment with Sixt, Plaintiff did not fall under any  
6 overtime exemption recognized by California law. Furthermore, he routinely worked more than  
7 eight hours in a workday and/or 40 hours in a workweek. In particular, Plaintiff frequently worked  
8 client events in the evenings after standard work hours and engaged in mandatory work-related  
9 travel that included compensable travel time on weekends. However, Sixt erroneously classified  
10 Plaintiff as exempt from overtime and paid him a salary, without any additional compensation for  
11 overtime hours worked.

12 9. As a result of this misclassification, Sixt failed to pay Plaintiff minimum wages and  
13 overtime wages for all hours he worked outside of eight hours per day or 40 hours. Additionally,  
14 Sixt failed to provide meal and rest periods in accordance with California law because it failed to  
15 advise him of his rights to such meal and rest periods or relieve him of all duty during such times.  
16 Sixt also never advised Plaintiff of his right to premium pay in lieu of meal or rest periods if he was  
17 unable to take them as provided by law, and never paid such premiums to Plaintiff.

18 10. As a result of Sixt's failure to pay Plaintiff all minimum wages, overtime wages,  
19 meal period premiums, and rest periods owed, Sixt failed to provide accurate itemized wage  
20 statements to Plaintiff. Furthermore, Sixt failed to pay Plaintiff all wages due and owing at the time  
21 of his separation of employment.

22 11. Additionally, Plaintiff was not adequately reimbursed for work-related use of his  
23 personal mobile phone and home internet service, as Sixt was required to do pursuant to Labor Code  
24 § 2802.

25 12. Plaintiff is informed and believes that other Sixt employees during the relevant  
26 period suffered the same violations of the Labor Code and Wage Order that Plaintiff did, either  
27 because they were misclassified as exempt or because they were correctly classified as non-exempt,  
28 but nevertheless suffered the same violations. This includes, but is not limited to: (1) failing to

1 compensate non-exempt employees for work performed off-the-clock; (2) failing to provide timely,  
2 uninterrupted 30-minute meal periods or premium pay in lieu thereof; (3) failing to provide timely,  
3 uninterrupted 10-minute rest periods or premium pay in lieu thereof; (4) failing to correctly calculate  
4 regular rate of pay to include non-discretionary bonuses and other forms of remuneration, and thus  
5 underpaying overtime wages and meal and rest period premiums; (5) failing to provide accurate  
6 itemized wage statements; (6) failing to pay all wages due and owing at separation of employment;  
7 and failing to reimburse employees for business uses of their personal cell phones and vehicles as  
8 well as other reimbursable expenses.

9 13. As a result of these practices, Sixt has violated the following provisions of the Labor  
10 Code, for which Plaintiff seeks recovery of civil penalties under the PAGA:

- 11 • Labor Code § 201 (failure to timely pay wages upon discharge);
- 12 • Labor Code § 202 (failure to timely pay wages upon resignation);
- 13 • Labor Code § 203 (waiting time penalties);
- 14 • Labor Code § 204 and § 204(a) (failure to pay wages on time);
- 15 • Labor Code § 226 (failure to provide accurate wage statements);
- 16 • Labor Code § 226.7 (failure to provide meal/rest period premiums);
- 17 • Labor Code § 510 and § 1194 (failure to pay overtime wages);
- 18 • Labor Code § 512 (failure to provide meal periods);
- 19 • Labor Code § 558 (failure to pay minimum wages);
- 20 • Labor Code § 1174 (failure to maintain payroll records);
- 21 • Labor Code § 1198 (violation of applicable Wage Orders);
- 22 • Labor Code § 2802 (failure to reimburse all necessary business expenses).

23 **FIRST CAUSE OF ACTION**

24 **VIOLATION OF THE PAGA**

25 **Labor Code §§ 2699, *et seq.***

26 (Against All Defendants)

27 14. Plaintiffs re-allege and incorporate by reference all preceding paragraphs as though  
28 fully set forth herein.

15. Plaintiff brings this cause of action as a representative action on behalf of himself and all other current and former aggrieved employees pursuant to Labor Code §§ 2699(a), (f), and (g).

16. Pursuant to PAGA, Plaintiff seeks to recover civil penalties for each violation of the California Labor Code committed against Plaintiff and other aggrieved employees during the applicable statutory period.

17. To the extent civil penalties are not established by a specific Labor Code provision, Plaintiff seeks default penalties under Labor Code § 2699(f).

18. Plaintiff also seeks an award of attorneys' fees and costs as permitted by Labor Code § 2699(g)(1).

## PRAYER FOR RELIEF

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

1. Upon the First Cause of Action, for civil penalties under the PAGA for violations of the sections of the Labor Code listed herein;
2. Upon the First Cause of Action, for attorneys' fees and costs as provided by Labor Code §§ 2699(g);
3. For pre- and post-judgment interest, to the extent provided by law; and
4. For such other and further relief, the Court may deem just and proper.

DATED: May 12, 2025

**RAHIMI & ISRAEL LAW, A PROFESSIONAL  
LEGAL CORPORATION**

/s/ Gregory B. Wilbur  
GREGORY B. WILBUR  
M. ARIEL RAHIMI  
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BORIS KHODJAMIRIAN