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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

DEC 10 2020

BY Elyzabeth Gomez
ELYZABETH GOMEZ, DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

CARLOS CRUZADO, as an individual
and on behalf of all others similarly
situated,

Plaintiffs,

vs.

ONTARIO T, INC., a California
corporation doing business as JOHN
ELWAY'S CROWN TOYOTA; and
DOES 1 through 50, inclusive,

Defendants.

Case No.:

CIV SB 20 27249

**CLASS ACTION COMPLAINT FOR
DAMAGES FOR:**

- (1) VIOLATION OF LABOR CODE §§
226.2, 1194, 1197, AND 1197.1;
- (2) VIOLATION OF LABOR CODE §
226.7;
- (3) VIOLATION OF LABOR CODE §§ 226
AND 226.2;
- (4) VIOLATION OF LABOR CODE § 2802;
- (5) VIOLATION OF BUS. & PROF. CODE
§ 17200, *ET SEQ.*; and
- (6) VIOLATION OF CAL. LABOR CODE
§ 2698, *ET SEQ.*

DEMAND OVER \$25,000.00

1 Plaintiff Carlos Cruzado (“Plaintiff”) hereby submits this Class Action Complaint
2 (“Complaint”) against Defendant Ontario T, Inc. and Does 1 through 50 (hereinafter collectively
3 referred to as “Defendants”) on behalf of himself and the class of all other similarly situated
4 current and former employees of Defendants for failure to pay all minimum wages owed for non-
5 productive time, failure to provide off-duty rest breaks, failure to provide accurate itemized wage
6 statements, failure to reimburse business expenses, and penalties under the California Labor
7 Code, and for restitution as follows:

8 **INTRODUCTION**

9 1. This class action is within the Court’s jurisdiction under California Labor Code
10 §§ 201-204, 226, 226.2, 226.7, 1194, 1197, 1197.1, 2802, and 2698, *et seq.*, the applicable Wage
11 Orders of the California Industrial Welfare Commission (“IWC”) and the California Unfair
12 Competition Law (the “UCL”), Business and Professions Code § 17200, *et seq.*

13 2. This complaint challenges systemic illegal employment practices resulting in
14 violations of the California Labor Code and the UCL against individuals who worked for
15 Defendants.

16 3. Plaintiff is informed and believes, and based thereon alleges, that Defendants,
17 jointly and severally, have acted intentionally and with deliberate indifference and conscious
18 disregard to the rights of all employees in Defendants’ failure to pay minimum wages owed for
19 non-productive time, provide off-duty rest breaks, provide accurate itemized wage statements,
20 and reimburse business expenses.

21 4. Plaintiff is informed and believes, and based thereon alleges, that Defendants
22 have engaged in, among other things a system of willful violations of the California Labor Code
23 and the UCL by creating and maintaining policies, practices, and customs that knowingly deny
24 their employees the above stated rights and benefits.

25 5. The policies, practices and customs of defendants described above and below
26 have resulted in unjust enrichment of Defendants and an unfair business advantage over
27 businesses that routinely adhere to the strictures of the California Labor Code and the UCL.

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7. Venue is proper in this County because Defendants operate in San Bernardino County, and Plaintiff was employed by Defendants in San Bernardino County.

8. Plaintiff was hired by Defendants as a Retail Car Salesperson. Plaintiff was substantially compensated on a commission basis for his work. Plaintiff separated from employment on or about August 19, 2020.

10. Plaintiff is informed and believes and based thereon alleges Defendant Ontario T Inc. was and is a California corporation doing business as John Elway's Crown Toyota, and is engaged in retail automobile sales.

12. As such, and based upon all the facts and circumstances incident to Defendants' business, Defendants are subject to California Labor Code §§ 201-204, 226, 226.2, 226.7, 1194, 1197, 1197.1, 2802, 2698, *et seq.*, and the UCL.

3

1 class to be subject to the illegal employment practices, wrongs, and injuries complained of
2 herein.

3 14. At all times herein mentioned, each of said defendants participated in the doing of
4 the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
5 Defendants, and each of them, were the agents, servants and employees of each of the other
6 Defendants, as well as the agents of all Defendants, and at all times herein mentioned, were
7 acting within the course and scope of said agency and employment.

8 15. Plaintiff is informed and believes, and based thereon alleges, that at all times
9 material hereto, each of the Defendants named herein was the agent, employee, alter ego, and/or
10 joint venturer of, or working in concert with each of the other co-Defendants and was acting
11 within the course and scope of such agency, employment, joint venture, or concerted activity.
12 To the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of
13 the remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting
14 Defendants.

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

18 17. At all times herein mentioned, the acts and omissions of various Defendants, and
19 each of them, concurred and contributed to the various acts and omissions of each and all of the
20 other Defendants in proximately causing the injuries and damages as herein alleged. At all times
21 herein mentioned, Defendants, and each of them, ratified each and every act or omission
22 complained of herein. At all times herein mentioned, Defendants, and each of them, aided and
23 abetted the acts and omissions of each and all of the other Defendants in proximately causing the
24 damages as herein alleged.

25 CLASS ACTION ALLEGATIONS

26 18. **Definition:** The named individual Plaintiff seeks class certification, pursuant to
27 California Code of Civil Procedure § 382, of the following classes:

28 a. All current and former non-exempt employees who worked for

Defendants in the State of California and were paid, in whole or in part, on a commission basis at any time from June 15, 2016, to the present (the “Commission Class”);

b. All current and former non-exempt employees in the State of California who worked a shift of at least 3.5 hours in length for Defendant and were paid, in whole or in part, on a commission basis at any time from June 15, 2016, to the present (the “Rest Period Class”);

c. All current and former non-exempt employees who worked for Defendants in the State of California and were paid, in whole or in part, on a commission basis at any time from June 15, 2019, to the present (the “Wage Statement Sub-Class”);

d. All current and former sales employees who worked for Defendants in the State of California at any time from June 15, 2016, to the present (the “Reimbursement Class”)

The Commission Class, Wage Statement Sub-Class, and Reimbursement Class are collectively referred to as the “Class.”

19. Plaintiff further reserves the right to amend such class definitions based upon further discovery.

20. **Numerosity and Ascertainability:** The members of the Class are so numerous that joinder of all members would be impractical, if not impossible. The identities of the members of the Class are readily ascertainable by review of Defendants’ records, including payroll records. Plaintiff is informed and believes, and based thereon alleges, that Defendants: (a) failed to pay minimum wages to Class Members in violation of Labor Code §§ 226.2, 1194, 1197, and 1197.1; (b) failed to provide off-duty rest breaks in violation of Labor Code § 226.7; (c) failed to provide accurate, itemized wage statements in violation of Labor Code §§ 226 and 226.2; (d) failed to reimburse business expenses in violation of Labor Code § 2802; and (e) engaged in unfair business practices in violation of the California Labor Code, the applicable IWC Wage Orders, and the UCL.

1 21. **Adequacy of Representation:** The named Plaintiff is fully prepared to take all
2 necessary steps to represent fairly and adequately the interests of the Class defined above.
3 Plaintiff's attorneys are ready, willing, and able to fully and adequately represent the Class and
4 the individual Plaintiff. Plaintiff's attorneys have prosecuted and settled wage-and-hour class
5 actions in the past and currently have a number of wage-and-hour class actions pending in
6 California state and federal courts.

7 22. **Common Question of Law and Fact:** There are predominant common questions
8 of law and fact and a community of interest amongst Plaintiff and the claims of the Class
9 concerning Defendants' policy and practice of: (a) failing to pay minimum wages to Class
10 Members in violation of Labor Code §§ 226.2, 1194, 1197, and 1197.1; (b) failing to provide
11 off-duty rest breaks in violation of Labor Code § 226.7; (c) failing to provide accurate, itemized
12 wage statements in violation of Labor Code §§ 226 and 226.2; (d) failing to reimburse business
13 expenses in violation of Labor Code § 2802; and (e) engaging in unfair business practices in
14 violation of the California Labor Code, the applicable IWC Wage Orders, and the UCL.

15 23. **Typicality:** The claims of Plaintiff are typical of the claims of all members of the
16 Class in that Plaintiff suffered the harm alleged in this Complaint in a similar and typical manner
17 as the Class Members. As with all other Class Members, Plaintiff was paid, in part, on a
18 commission basis. Plaintiff did not receive any wages, including minimum wages, for time spent
19 working for Defendants completing non-productive tasks. As a result, Plaintiff was consistently
20 underpaid for all hours worked and Defendants owe Plaintiff (and Class Members) unpaid
21 wages. Given that Defendants willfully failed to pay Plaintiff and Class Members all wages
22 owed, Defendants are liable for waiting time-penalties pursuant to Labor Code §§ 201, 202, and
23 203. In addition, because Plaintiff was paid on a commission basis and did not receive an hourly
24 wage, any duty-free rest breaks Plaintiff may have taken were not "paid" breaks. Plaintiff and
25 Class Members also did not receive accurate itemized wage statements. Specifically, Defendant
26 failed to accurately list all hours worked. Accordingly, Defendant violated Labor Code §§
27 226(a) and 226.2(a)(2). In addition, Defendants required Plaintiff to use his own cell phone in
28 order to perform his job. Defendants printed Plaintiff's personal cell phone number on company

1 business cards, and as a result, customer and other business-related calls were routinely sent to
2 Plaintiff's cell phone. Defendants, however, did not reimburse Plaintiff for this and other
3 business expenses in violation of Labor Code § 2802. Therefore, Plaintiff is a member of the
4 Class and has suffered the alleged violations of California Labor Code §§ 201-204, 226, 226.2,
5 226.7, 1194, 1197, 1197.1, and 2802.

6 24. The California Labor Code upon which Plaintiff bases these claims are broadly
7 remedial in nature. These laws and labor standards serve an important public interest in
8 establishing minimum working conditions and standards in California. These laws and labor
9 standards protect the average working employee from exploitation by employers who may seek
10 to take advantage of superior economic and bargaining power in setting onerous terms and
11 conditions of employment.

12 25. The nature of this action and the format of laws available to Plaintiff and
13 members of the Class identified herein make the class action format a particularly efficient and
14 appropriate procedure to redress the wrongs alleged herein. If each employee were required to
15 file an individual lawsuit, the corporate Defendants would necessarily gain an unconscionable
16 advantage since it would be able to exploit and overwhelm the limited resources of each
17 individual plaintiff with their vastly superior financial and legal resources. Requiring each class
18 member to pursue an individual remedy would also discourage the assertion of lawful claims by
19 employees who would be disinclined to file an action against their former and/or current
20 employer for real and justifiable fear of retaliation and permanent damage to their careers at
21 subsequent employment.

22 26. The prosecution of separate actions by the individual class members, even if
23 possible, would create a substantial risk of (a) inconsistent or varying adjudications with respect
24 to individual class members against the Defendants and which would establish potentially
25 incompatible standards of conduct for the Defendants, and/or (b) adjudications with respect to
26 individual class members which would, as a practical matter, be dispositive of the interest of the
27 other class members not parties to the adjudications or which would substantially impair or
28 impede the ability of the class members to protect their interests. Further, the claims of the

individual members of the class are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses.

27. Such a pattern, practice and uniform administration of corporate policy regarding illegal employee compensation described herein is unlawful and creates an entitlement to recovery by Plaintiff and the Class identified herein, in a civil action, for the unpaid balance of the full amount of unpaid wages, including interest thereon, applicable penalties, reasonable attorneys' fees, and costs of suit according to the mandate of California Labor Code §§ 218.6, 226, and 1194, and Code of Civil Procedure § 1021.5.

28. Proof of a common business practice or factual pattern, which the named Plaintiff experienced and is a representative of, will establish the right of each of the members of the Plaintiff class to recovery on the causes of action alleged herein.

29. The Plaintiff class is commonly entitled to a specific fund with respect to the compensation illegally and unfairly retained by Defendants. The Plaintiff class is commonly entitled to restitution of those funds being improperly withheld by Defendants. This action is brought for the benefit of the entire Class and will result in the creation of a common fund.

FIRST CAUSE OF ACTION

VIOLATION OF LABOR CODE §§ 226.2, 1194, 1197, AND 1197.1

(BY PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS)

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

31. This cause of action is brought pursuant to Labor Code §§ 226.2, 1194, 1197, and 1197.1 which require an employer to pay employees for all regular hours worked, including rest and recovery periods and other nonproductive time for those who receive commission compensation.

32. As a pattern and practice, Defendants suffered and permitted employees to work without payment of wages, including minimum wages, for all hours worked in a workday and workweek. Specifically, Defendants paid employees on a commission basis, such that Defendants did not pay wages for non-productive time, including without limitation, paid rest

1 periods. As a result, Plaintiff and Class Members were consistently underpaid for all hours
2 worked.

3 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants'
4 willful failure to pay all wages due and owing to Class Members upon separation from
5 employment results in a continued payment of wages up to thirty (30) days from the time the
6 wages were due. Therefore, Plaintiff and other members of the Class who have separated from
7 employment are entitled to compensation pursuant to Labor Code § 203.

8 34. Such a pattern, practice and uniform administration of corporate policy regarding
9 illegal employee compensation as described herein is unlawful and creates an entitlement to
10 recovery by Plaintiff and the Class in a civil action, for the unpaid balance of the full amount of
11 damages owed, including interest thereon, penalties, attorneys' fees, and costs of suit according
12 to the mandate of California Labor Code §§ 218.6, 226.2, 1194, 1197, and 1197.1.

13 **SECOND CAUSE OF ACTION**

14 **VIOLATION OF LABOR CODE § 226.7**

15 **(BY PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS)**

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

18 36. At all relevant times, Defendants failed in their affirmative obligation to ensure
19 that Plaintiff and the Class had the opportunity to take and were provided with off-duty 10-
20 minute rest periods in accordance with the mandates of the California Labor Code and the
21 applicable IWC Wage Order. Specifically, as a pattern and practice, Defendants paid employees
22 on a commission basis, such that Defendants did not pay wages for rest periods. As a result, any
23 rest breaks that Plaintiff and Class Members may have taken were unpaid.

24 37. Defendants further failed to pay Plaintiff and the Class rest period premium
25 compensation, as mandated by Labor Code § 226.7. For each workday that a rest period is not
26 provided, employees are entitled to one additional hour of pay at the employee's regular rate of
27 pay/compensation. Throughout their employment, Plaintiff and Class Members did not receive
28 rest period premium pay.

1 38. Such a pattern, practice and uniform administration of corporate policy as
2 described herein is unlawful and creates an entitlement to recovery by Plaintiff and the Class
3 identified herein, in a civil action, for the unpaid balance of the premium compensation pursuant
4 to Labor Code § 226.7, and the applicable IWC Wage Order, including interest thereon,
5 penalties, reasonable attorneys' fees, and costs of suit.

6 39. Plaintiff is informed and believes, and based thereon alleges, that Defendants'
7 willful failure to provide all rest period premium wages due and owing to Plaintiff and the Class
8 upon separation from employment results in a continued payment of wages up to thirty (30) days
9 from the time the wages were due. Therefore, Plaintiff and members of the Class who have
10 separated from employment are entitled to compensation pursuant to Labor Code § 203.

11 **THIRD CAUSE OF ACTION**

12 **VIOLATION OF LABOR CODE §§ 226 AND 226.2**

13 **(BY PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS)**

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

16 41. Defendants failed in its affirmative obligation to provide accurate itemized wage
17 statements in violation of Labor Code §§ 226 and 226.2. Specifically, Defendants failed to
18 accurately list all hours worked for non-productive time, including the minimum wages, the total
19 hours of compensable rest and recovery periods, and rest periods that should have been paid.
20 Additionally, Defendants overcounted other hours worked such that the total hours listed on the
21 wage statements issued to Plaintiff was incorrect. Accordingly, Defendants violated Labor Code
22 §§ 226(a) and 226.2(a)(2). Plaintiff asserts that Defendant issued similar defective wage
23 statements to all Class Members in violation of Labor Code § 226.

24 42. Such a pattern, practice and uniform administration of corporate policy as
25 described herein is unlawful and creates an entitlement to recovery by Plaintiff and the Class
26 identified herein, in a civil action, for all damages or penalties pursuant to Labor Code § 226,
27 including interest thereon, attorneys' fees, and costs of suit according to the mandate of
28 California Labor Code § 226.

1 **FOURTH CAUSE OF ACTION**

2 **VIOLATION OF LABOR CODE § 2802**

3 **(BY PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS)**

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

6 44. Pursuant to Labor Code § 2802, an employer shall indemnify his or her employee
7 for all necessary expenditures or losses incurred by the employee in direct consequence of his or
8 her duties.

9 45. Defendants violated Labor Code § 2802 by failing to reimburse Plaintiff and other
10 members of the Class for expenses incurred in the performance of their duties, including
11 expenses associated with the use of personal cell phones, which Plaintiff and other members of
12 the Class were required to use in performance of their duties.

13 46. As a direct and proximate result of Defendants' failure to reimburse Plaintiff and
14 other members of the Class for work related expenses, Plaintiff and Class members are entitled
15 to recover their out of pocket expenses, including interest, and attorneys' fees and costs pursuant
16 to Labor Code § 2802 in an amount to be determined at trial.

17 **FIFTH CAUSE OF ACTION**

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

19 **(BY PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS)**

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

22 48. Defendants, and each of them, have engaged and continue to engage in unfair and
23 unlawful business practices in California by practicing, employing and utilizing the employment
24 practices outlined above, include, to wit, by: (1) failing to pay minimum wages to Class
25 Members in violation of Labor Code §§ 226.2, 1194, 1197, and 1197.1; (2) failing to provide
26 off-duty rest breaks in violation of Labor Code § 226.7; and (3) failing to reimburse business
27 expenses in violation of Labor Code § 2802.

28 49. Defendants' utilization of such unfair and unlawful business practices constitutes

1 unfair, unlawful competition and provides an unfair advantage over Defendants' competitors.

2 50. Plaintiff seeks, individually and on behalf of other members of the Class similarly
3 situated, full restitution of monies, as necessary and according to proof, to restore any and all
4 monies withheld, acquired and/or converted by the Defendants by means of the unfair practices
5 complained of herein.

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

12 **SIXTH CAUSE OF ACTION**

13 **VIOLATION OF LABOR CODE § 2698, *ET SEQ.***

14 **(BY PLAINTIFF AND AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS)**

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

17 53. As identified above, Defendants have violated Labor Code §§ 201-204, 226,
18 226.2, 226.7, 1194, 1197, 1197.1, and 2802 by failing to pay failing to pay minimum wages to
19 employees compensated on a commission basis, failing to provide off-duty rest breaks, failing to
20 provide accurate itemized wage statements, and failing to reimburse business expenses.

21 54. Plaintiff brings this cause of action on behalf of the State of California and seeks
22 penalties on behalf of all Aggrieved Employees from June 15, 2019, through the present, for
23 Defendants' violations of Labor Code §§ 201-204, 226, 226.2, 226.7, 1194, 1197, 1197.1, and
24 2802.

25 55. Because of Defendants' violations of Labor Code §§ 201-204, 226, 226.2, 226.7,
26 1194, 1197, 1197.1, and 2802, Plaintiff is an "aggrieved employee" as defined in Labor Code
27 section 2699(a). As such, Plaintiff brings this cause of action on behalf of the State of California
28 for violations committed against all similarly situated Aggrieved Employees of Defendants.

56. On or about November 12, 2020, Plaintiff sent written notice to the California Labor & Workforce Development Agency (“LWDA”) of Defendants’ violations of Labor Code §§ 201-204, 226, 226.2, 226.7, 1194, 1197, 1197.1, and 2802, pursuant to Labor Code § 2698, *et seq.*, the Private Attorneys General Act (“PAGA”).

57. As of the date of the filing of this Complaint, the LWDA has yet to provide notice to Plaintiff as to whether it intends to investigate the Labor Code violations provided for in the written notice.

58. As such, pursuant to Labor Code section 2699(a), Plaintiff and the Aggrieved Employees may seek recovery of all applicable civil penalties on behalf of the State of California for Defendants' violations of Labor Code §§ 201-204, 226, 226.2, 226.7, 1194, 1197, 1197.1, and 2802.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment for himself and all others on whose behalf this suit is brought against Defendants, jointly and severally, as follows:

1. For an order appointing Plaintiff as the representative of the Class as described herein;

2. For an order appointing Counsel for Plaintiff as class counsel;

3. Upon the First Cause of Action, for damages and/or penalties pursuant to statute as set forth in Labor Code §§ 201-204, 226.2, 1194, 1197, and 1197.1, and for costs and attorneys' fees;

4. Upon the Second Cause of Action, for damages and/or penalties pursuant to statute as set forth in Labor Code §§ 201-203 and 226.7, and for costs and attorneys' fees;

5. Upon the Thid Cause of Action, for damages and/or penalties pursuant to statute as set forth in Labor Code § 226, and for costs and attorneys' fees;

6. Upon the Fourth Cause of Action, for all damages and/or penalties pursuant to statute as set forth in Labor Code § 2802; and for costs and attorneys' fees;

7. Upon the Fifth Cause of Action, for restitution to Plaintiff and other similarly affected members of the general public of all funds unlawfully acquired by Defendants by means

1 of any acts or practices declared by this Court to be in violation of Business and Professions
2 Code § 17200, *et seq.*;

3 8. Upon the Sixth Cause of Action, for civil penalties according to proof pursuant to
4 Labor Code § 2698, *et seq.*, and for costs and attorneys' fees;

5 9. On all causes of action for attorneys' fees and costs as provided by California
6 Labor Code §§ 218.5, 226, 1194, 1197.1, 2698, *et seq.*, and Code of Civil Procedure § 1021.5;
7 and

8 10. For such other and further relief that the Court may deem just and proper.

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10 DATED: December 12, 2020

DIVERSITY LAW GROUP, P.C.

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12 By: 

Larry W. Lee

Kristen M. Agnew

Nicholas Rosenthal

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14 Attorneys for Plaintiff and the Class
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