

Page 1 of 2

PLAINTIFF/PETITIONER: David Meza	CASE NUMBER: 21STCV42514
DEFENDANT/RESPONDENT: Triunity JLRLA LLC, et al.	

**PROOF OF SERVICE BY FIRST-CLASS MAIL
NOTICE OF ENTRY OF JUDGMENT OR ORDER**

(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)

- I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is (*specify*): 4550 East Thousand Oaks Blvd., Suite 100
Westlake Village, CA 91362
 - I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and (*check one*):
 - ☐ deposited the sealed envelope with the United States Postal Service.
 - ☒ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.
 - The *Notice of Entry of Judgment or Order* was mailed:
 - on (*date*): 12/12/2022
 - from (*city and state*): Westlake Village, California
 - The envelope was addressed and mailed as follows:

- Name of person served: Jeffrey S. Ranen, Esq., LEWIS BRISBOIS BISGAARD & SMITH LLP, Street address: 633 West 5th Street, Suite 4000 City: Los Angeles State and zip code: California 90071 - Name of person served: Street address: City: State and zip code:	- Name of person served: Street address: City: State and zip code: - Name of person served: Street address: City: State and zip code:
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☐ Names and addresses of additional persons served are attached. (*You may use form POS-030(P).*)
 - Number of pages attached 22.
- I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.
- Date: 12/12/2022

Katherine Soriano

(TYPE OR PRINT NAME OF DECLARANT)



Katherine Soriano

(SIGNATURE OF DECLARANT)

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DANIEL F. GAINES, ESQ. SBN 251488
daniel@gaineslawfirm.com
ALEX P. KATOFISKY, ESQ. SBN 202754
alex@gaineslawfirm.com
EVAN S. GAINES, ESQ. SBN 287668
evan@gaineslawfirm.com
GAINES & GAINES, APLC
4550 East Thousand Oaks Boulevard, Suite 100
Westlake Village, CA 91362
Telephone: (818) 703-8985
Facsimile: (818) 703-8984

Attorneys for Plaintiffs David Meza and Derek Fox on behalf of themselves and all “aggrieved employees” pursuant to Labor Code § 2698 *et seq.*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

DAVID MEZA, on behalf of himself and all
“aggrieved employees” pursuant to Labor
Code § 2698 *et seq.*,

Plaintiffs,

v.

TRIUNITY JLRLA LLC, a California limited
liability company, TRIUNITY
AUTOMOTIVE GROUP LLC., a California
limited liability company, and DOES 1
through 10, inclusive,

Defendants.

CASE NO: 21STCV42514

*Assigned to the Hon. Monica Bachner, Dept.
71*

**STIPULATION BY PARTIES
PERMITTING PLAINTIFF TO FILE A
FIRST AMENDED COMPLAINT;
[PROPOSED] ORDER THEREON**

Complaint Filed: November 18, 2021

FILED
Superior Court of California
County of Los Angeles
11/30/2022
Sherri R. Carter, Executive Officer / Clerk of Court
By: A. Barton Deputy

STIPULATION

Plaintiff DAVID MEZA (“Plaintiff”) and Defendants TRIUNITY JLRLA LLC and TRIUNITY AUTOMOTIVE GROUP LLC (collectively “Defendants”) (together as the “Parties”), through their respective counsel of record, hereby stipulate and agree as follows:

WHEREAS, on November 18, 2021, Plaintiff filed his Representative Action Complaint;

WHEREAS, on or about January 6, 2022, Defendants filed their Answer to Plaintiff’s Representative Action Complaint;

WHEREAS, Plaintiff seeks to file a First Amended Complaint to add Derek Fox as an additional Plaintiff and to allege additional claims on behalf of Mr. Fox related to his employment with Defendants;

WHEREAS, Derek Fox sent a letter, by online submission to the Labor Workforce and Development Agency (“LWDA”) and certified mail, return receipt requested, to Defendants on June 8, 2022, setting forth his allegations against Defendants as prescribed by Labor Code §2698 *et seq.*;

WHEREAS, the Parties agree Derek Fox’s claims are specific to his June 8, 2022 letter and do not extend beyond the period prescribed by Labor Code § 2698 *et seq.*;

WHEREAS, Defendants dispute the merits of Plaintiff’s claims, but have agreed to this Stipulation to avoid costly law and motion practice;

WHEREAS, Defendants do not hereby admit the sufficiency of the allegations in the First Amended Complaint or the truth of any fact or claim alleged therein; and,

WHEREAS, the proposed First Amended Complaint is attached hereto as **Exhibit A**, and a redline comparing the First Amended Complaint to the original Complaint is attached hereto as **Exhibit B**.

BASED UPON THE FOREGOING, IT IS HEREBY STIPULATED as follows:

1. Plaintiff may file the proposed First Amended Complaint, a true and correct copy of which is attached hereto as Exhibit A;

2. Plaintiff shall file and serve the First Amended Complaint within ten (10) court days following entry of an Order by the Court granting Plaintiff leave to file his First Amended Complaint; and

ORDER

Pursuant to the above Stipulation between the Parties, and for good cause appearing, the Court hereby ORDERS as follows:

1. Plaintiff may file the proposed First Amended Complaint attached hereto as **Exhibit A**.
2. Plaintiff shall file and serve the First Amended Complaint within ten (10) court days following entry of this Order; and
3. Defendants shall respond to the First Amended Complaint as required by the California Code of Civil Procedure.

IT IS SO ORDERED.

Dated: 11/30/2022



JUDGE OF THE SUPERIOR COURT

EXHIBIT A

DANIEL F. GAINES, ESQ. SBN 251488
daniel@gaineslawfirm.com
ALEX P. KATOFISKY, ESQ. SBN 202754
alex@gaineslawfirm.com
EVAN S. GAINES, ESQ. SBN 287668
evan@gaineslawfirm.com
GAINES & GAINES, APLC
4550 East Thousand Oaks Boulevard, Suite 100
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Attorneys for Plaintiffs David Meza and Derek Fox on behalf of themselves and all “aggrieved employees” pursuant to Labor Code § 2698 *et seq.*

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

DAVID MEZA, on behalf of himself and all
“aggrieved employees” pursuant to Labor
Code § 2698 *et seq.*,

Plaintiffs,

v.

TRIUNITY JLRLA LLC, a California limited
liability company, TRIUNITY
AUTOMOTIVE GROUP LLC, a California
limited liability company, and DOES 1
through 10, inclusive,

Defendants.

CASE NO: 21STCV42514

Assigned to the Hon. Monica Bachner, Dept. 71

**FIRST AMENDED REPRESENTATIVE
ACTION COMPLAINT FOR PENALTIES
PURSUANT TO LABOR CODE § 2699(f)
FOR VIOLATIONS OF LABOR CODE
§§ 201, 202, 226(a), 226.7, 246, 510, 512,
1194, AND 2802, AND PURSUANT TO
LABOR CODE § 2699(a) FOR
VIOLATIONS OF LABOR CODE §§ 226.3
AND 558**

Complaint Filed: November 18, 2021

1 Plaintiffs DAVID MEZA and DEREK FOX (collectively, “Plaintiffs”), on behalf of
2 themselves and others as “aggrieved employees” under the Labor Code Private Attorneys General
3 Act of 2004, complain of TRIUNITY JLRLA LLC, a California limited liability company and
4 TRIUNITY AUTOMOTIVE GROUP LLC., a California limited liability company, and/or any
5 subsidiaries or affiliated companies (hereinafter collectively referred to as “Defendants”), as follows:

6 **I.**

7 **INTRODUCTION AND FACTUAL BACKGROUND**

8 1. This is a Representative Action, pursuant to Labor Code § 2698 *et seq.*, on behalf of
9 Plaintiffs and all of Defendants’ non-exempt California employees (“Aggrieved Employees”).

10 2. For at least one (1) year prior to the filing of this action and at least one (1) year prior
11 to the date Plaintiffs began the process of exhausting the administrative requirements, pursuant to
12 Labor Code § 2698 *et seq.*, and continuing to the present (the “liability period”), Defendants have had
13 consistent policies of:

14 a. Failing to pay Plaintiffs and other Aggrieved Employees all wages due, in
15 violation of Labor Code §§ 510, 558, 1194 and IWC Wage Order 7-2001. Defendants required
16 Plaintiff Meza and other Aggrieved Employees to perform work-related activities off-the-clock,
17 without pay, including attending mandatory training sessions (if they did not complete these training
18 sessions, they would not be eligible for a promotion), but were not compensated for this time. An
19 employer is obligated to pay the wages of an hourly employee for all time that the employee is under
20 the control of the employer, and this includes all the time the employee is suffered or permitted to
21 work, whether or not required to do so. When Plaintiff Meza and other Aggrieved Employees
22 performed work-related activities off-the-clock, including required training sessions, they were under
23 the control of Defendants and required to be compensated for these hours worked. With respect to
24 Plaintiff Fox, he and other Aggrieved Employees were required to work off-the-clock: they were not
25 compensated for time spent responding to work related phone calls and messages outside of their
26 scheduled shifts. In addition, Plaintiff Fox and other Aggrieved Employees were paid on a
27 commission basis, however, they were not separately paid minimum and overtime wages for all time
28 spent completing tasks unrelated to the earning of sales-based commissions, including attending

1 trainings and meetings and rest periods. Plaintiff Fox and other Aggrieved Employees were also
2 denied all minimum and overtime wages during pay periods for which they were improperly classified
3 as exempt from overtime as inside sales employees. Further, Defendants paid Plaintiff Fox and other
4 Aggrieved Employees non-discretionary remuneration, including, but not limited to, shift differential
5 pay, bonus pay, commission, and/or piece rate pay, but failed to incorporate these non-discretionary
6 remuneration into their regular rate of pay to calculate the owed overtime rate(s) and proper sick pay
7 rate, resulting in the miscalculation and underpayment of overtime and sick pay wages owed. These
8 instances violate Labor Code §§ 246, 510, 558, and 1194 and IWC Wage Order 7-2001.

9 b. Failing to pay premium wages to Plaintiffs and other Aggrieved Employees
10 who were denied proper meal periods, in violation of Labor Code §§ 226.7, 512, 558 and IWC Wage
11 Order 7-2001. Plaintiffs and Aggrieved Employees were routinely denied, and not authorized to take,
12 a proper, timely, uninterrupted, 30-minute meal period for every shift worked that exceeded five
13 hours, or a second proper, timely, uninterrupted, 30-minute meal period for every shift worked that
14 exceeded ten hours, but were not paid premium wages of one hour's pay for each missed first or
15 second meal period. Plaintiffs and other Aggrieved Employees were instructed to clock out for a meal
16 period but to continue working off-the-clock and/or Defendants manipulated time records in order to
17 reflect a purported meal period even when no such meal period was provided. When employees were
18 able to take a meal period, they were oftentimes improperly provided after the fifth hour of work, or
19 they were required to remain responsive to work-related phone calls and/or text messages, resulting
20 in an on-duty meal period. These instances violate Labor Code §§ 226.7, 512, 558, and 1194 and IWC
21 Wage Order 7-2001.

22 c. Failing to pay premium wages to Plaintiffs and other Aggrieved Employees
23 who were denied rest periods, in violation of Labor Code §§ 226.7, 558 and IWC Wage Order No. 7-
24 2001. Plaintiffs and Aggrieved Employees were routinely unable to take an off duty, paid 10-minute
25 rest period for every four (4) hours of work or major fraction thereof, but were not paid premium
26 wages of one hour's pay for each missed rest period. Due to the busy nature of their work schedules,
27 Plaintiffs and Aggrieved Employees were simply unable to take the vast majority of their entitled rest
28 periods. When rest periods were provided, Plaintiffs and other Aggrieved Employees were oftentimes

1 required to remain responsive to work-related phone calls and/or text messages, resulting in an on-
2 duty rest periods and were required to remain on the Defendants' premises. Plaintiffs and Aggrieved
3 Employees were not paid all rest period premium wages when they were not provided an off-duty
4 rest period. In addition, Plaintiff Fox and other Aggrieved Employees were paid on a commission
5 basis, however, some pay periods where Plaintiff Fox and certain other Aggrieved Employees earned
6 only commissions, they were not paid for rest periods, which must be separately paid. This violates
7 Labor Code §§ 226.7 and 558 and IWC Wage Order No. 7-2001.

8 d. Failing to reimburse Plaintiff Fox and other Aggrieved Employees for
9 necessary business expenses incurred in direct consequence of the discharge of their duties, in
10 violation of Labor Code § 2802, including, but not limited to, the use of their personal cellular phones
11 and personal work tools, while working for Defendant. Labor Code § 2802 states that an employer
12 must indemnify its employees for all necessary expenditures or losses incurred by the employee in
13 direct consequence of the discharge of their duties, and Defendant's failure to do so has violated this
14 section;

15 e. Failing to provide Plaintiff and Aggrieved Employees with wage statements
16 that fully and accurately itemized the requirements set forth in Labor Code §§ 226(a) and 226.3.
17 Plaintiff and other Aggrieved Employees were not paid all minimum wages, overtime wages and
18 premium meal and rest period wages due, as stated above. As such, the wage statements provided by
19 Defendants failed to accurately state all gross wages earned, in violation of Labor Code §§ 226(a)(1)
20 and 226.3, total hours worked, in violation of Labor Code §§ 226(a)(2) and 226.3, net wages earned,
21 in violation of Labor Code §§ 226(a)(5) and 226.3, and all applicable hourly rates in effect during the
22 pay period and the corresponding number of hours worked at each rate, in violation of Labor Code
23 §§ 226(a)(9) and 226.3. Independent of, and in addition to the above-allegations, Defendants failed
24 to issue wage statements that list the correct name and/or address of the legal entity that is the
25 employer, in violation of Labor Code §§ 226(a)(8) and 226.3.

26 f. Failing to pay Plaintiffs and certain other Aggrieved Employees all wages due
27 at the separation of their employment based on the time frames required by Labor Code §§ 201 and
28 202. As stated herein, Plaintiffs and other Aggrieved Employees were not paid all wages due during

1 the course of their employment and, as a result of this failure, they were not timely paid all wages due
2 at the separation of their employment. Furthermore, when Plaintiff Fox separated from his
3 employment with Defendants, he did not receive his final paycheck at the time of this separation;
4 instead, it was issued to him well after his last day of employment. This violates Labor Code §§ 201-
5 202 and is alleged on behalf of Plaintiffs and certain Aggrieved Employees no longer employed by
6 Defendants.

7 3. Plaintiffs, on behalf of themselves and all Aggrieved Employees pursuant to Labor
8 Code § 2698 *et seq.*, seeks civil penalties for Defendants' violations of the California Labor Code.

9 4. Venue is proper in this judicial district, pursuant to Code of Civil Procedure § 395.
10 The Labor Code violations alleged against Defendants herein arose in Los Angeles County,
11 California.

12 II.

13 PARTIES

14 A. Plaintiff

15 5. Plaintiff DAVID MEZA was employed by Defendants from January 2019 through
16 August 2021 as a non-exempt employee in Los Angeles County, California.

17 6. Plaintiff DEREK FOX was employed by Defendants from August 2019 through June
18 2021 as a non-exempt employee in Los Angeles County, California.

19 B. Defendants

20 7. Defendant TRIUNITY JLRLA LLC is a California limited liability company.
21 Defendant TRIUNITY JLRLA LLC employed Plaintiffs and Aggrieved Employees throughout the
22 State of California, including Los Angeles County, California.

23 8. Defendant TRIUNITY AUTOMOTIVE GROUP LLC is a California limited liability
24 company. Defendant TRIUNITY AUTOMOTIVE GROUP LLC employed Plaintiffs and Aggrieved
25 Employees throughout the State of California, including Los Angeles County, California.

26 9. The true names and capacities, whether individual, corporate, associate, or otherwise,
27 of Defendants sued herein as DOES 1 to 10, inclusive, are currently unknown to Plaintiffs, who
28 therefore sue Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiffs

1 are informed and believe, and based thereon allege, that each of the Defendants designated herein as
2 a DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiffs will
3 seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants
4 designated hereinafter as DOES when such identities become known.

5 10. Plaintiffs are informed and believe, and based thereon alleges, that each Defendant
6 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint
7 scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant is
8 legally attributable to the other Defendants.

9 11. The Defendants named herein as DOE 1 through DOE 10 are and were persons acting
10 on behalf of, or acting jointly with, Defendants, who violated, or caused to be violated, one or more
11 provisions of the California Labor Code as alleged herein.

12 III.

13 CAUSES OF ACTION

14 FIRST CAUSE OF ACTION

15 **PLAINTIFFS AND ALL AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS**
16 **PENALTIES PURSUANT TO LABOR CODE § 2699(f) FOR VIOLATIONS OF LABOR**
17 **CODE §§ 201, 202, 226(a), 226.7, 246, 510, 512, 1194, AND 2802 AND PURSUANT TO**
18 **LABOR CODE § 2699(a) FOR VIOLATIONS OF LABOR CODE §§ 226.3 AND 558**

19 12. Plaintiff incorporates paragraphs 1 through 11 of this Complaint as though fully set
20 forth herein.

21 13. As a result of the acts alleged above, including the Labor Code violations set forth in
22 paragraph 2 above, Plaintiff seeks civil penalties pursuant to Labor Code §§ 2698 *et seq.*

23 14. For each such violation, Plaintiff and all other Aggrieved Employees are entitled to
24 penalties and other relief in an amount to be shown at the time of trial subject to the following formula:

- 25 a. Pursuant to Labor Code § 2699(f), \$100 for each initial violation and \$200 for
26 each subsequent violation of Labor Code §§ 201, 202, 226(a), 226.7, 246, 510,
27 512, 1194, and 2802; and
28

b. Pursuant to Labor Code § 2699(f), the penalties as authorized by Labor Code §§ 226.3 and 558.

15. Civil penalties recovered will be allocated 75% to the Labor and Workforce Development Agency, and 25% to the affected employees.

16. On September 9, 2021 and June 8, 2022, Plaintiffs sent letters, by online submission to the LWDA and by certified mail, return receipt requested, to Defendants setting forth the facts and theories of the violations alleged against Defendants, as prescribed by Labor Code § 2698 *et seq.* Pursuant to Labor Code § 2699.3(a)(2)(A), no notice was received by Plaintiffs from the LWDA within sixty-five (65) calendar days of September 9, 2021 or June 8, 2022. Plaintiffs may therefore commence this action to seek civil penalties pursuant to Labor Code § 2698 *et seq.*

Wherefore, Plaintiffs and the Aggrieved Employees they seek to represent request relief as described below.

IV.

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

1. For civil penalties pursuant to Labor Code § 2698 *et seq.* for Plaintiff and all other Aggrieved Employees;
2. An award providing for payment of costs of suit pursuant to Labor Code § 2699(g)(1) and other applicable law;
3. An award of attorneys' fees pursuant to Labor Code § 2699(g)(1) and other applicable law; and
4. Such other and further relief as this Court may deem just and proper.

Dated: November 29, 2022

Respectfully submitted,

GAINES & GAINES
A Professional Law Corporation

By: _____
DANIEL F. GAINES
EVAN S. GAINES
Attorneys for Plaintiff

EXHIBIT B

DANIEL F. GAINES, ESQ. SBN 251488
daniel@gaineslawfirm.com
ALEX P. KATOFISKY, ESQ. SBN 202754
alex@gaineslawfirm.com
EVAN S. GAINES, ESQ. SBN 287668
evan@gaineslawfirm.com

GAINES & GAINES, APLC

~~27200 Agoura Rd., 4550 East Thousand Oaks Boulevard~~, Suite ~~101~~100
~~Calabasas Westlake Village~~, CA ~~91301~~91362
Telephone: (818) 703-8985
Facsimile: (818) 703-8984

Attorneys for ~~Plaintiff~~Plaintiffs David Meza and Derek Fox on behalf of ~~himself~~themselves and all
“aggrieved employees” pursuant to Labor Code § 2698 *et seq.*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

DAVID MEZA, on behalf of himself and all
“aggrieved employees” pursuant to Labor
Code § 2698 *et seq.*,

Plaintiffs,

v.

TRIUNITY JLRLA LLC, a California limited
liability company, TRIUNITY
AUTOMOTIVE GROUP LLC~~72~~, a California
limited liability company, and DOES 1
through 10, inclusive,

Defendants.

CASE NO: 21STCV42514

Assigned to the Hon. Monica Bachner, Dept. 71

**FIRST AMENDED REPRESENTATIVE
ACTION COMPLAINT FOR PENALTIES
PURSUANT TO LABOR CODE § 2699(f)
FOR VIOLATIONS OF LABOR CODE
§§ 201, 202, 226(a), 226.7, 246, 510, 512,
1194, AND ~~1194~~2802, AND PURSUANT TO
LABOR CODE § 2699(a) FOR
VIOLATIONS OF LABOR CODE §§ 226.3
AND 558**

Complaint Filed: November 18, 2021

1 PlaintiffPlaintiffs DAVID MEZA (~~“Plaintiff~~and DEREK FOX (collectively, “Plaintiffs”), on
2 behalf of ~~himself~~themselves and others as ~~an~~ “aggrieved ~~employee~~employees” under the Labor Code
3 Private Attorneys General Act of 2004, ~~complains~~complain of TRIUNITY JLRLA LLC, a California
4 limited liability company and TRIUNITY AUTOMOTIVE GROUP LLC., a California limited
5 liability company, and/or any subsidiaries or affiliated companies (hereinafter collectively referred to
6 as “Defendants”), as follows:

7 **I.**

8 **INTRODUCTION AND FACTUAL BACKGROUND**

9 1. This is a Representative Action, pursuant to Labor Code § 2698 *et seq.*, on behalf of
10 PlaintiffPlaintiffs and all of Defendants’ non-exempt California employees (“Aggrieved
11 Employees”).

12 2. For at least one (1) year prior to the filing of this action and at least one (1) year prior
13 to the date PlaintiffPlaintiffs began the process of exhausting the administrative requirements,
14 pursuant to Labor Code § 2698 *et seq.*, and continuing to the present (the “liability period”),
15 Defendants have had consistent policies of:

16 a. Failing to pay PlaintiffPlaintiffs and other Aggrieved Employees all wages
17 due, in violation of Labor Code §§ 510, 558, 1194 and IWC Wage Order 7-2001. Defendants required
18 Plaintiff Meza and other Aggrieved Employees to perform work-related activities off-the-clock,
19 without pay, including attending mandatory training sessions (if they did not complete these training
20 sessions, they would not be eligible for a promotion), but were not compensated for this time. An
21 employer is obligated to pay the wages of an hourly employee for all time that the employee is under
22 the control of the employer, and this includes all the time the employee is suffered or permitted to
23 work, whether or not required to do so. When Plaintiff Meza and other Aggrieved Employees
24 performed work-related activities off-the-clock, including required training sessions, they were under
25 the control of Defendants and required to be compensated for these hours worked. ~~Defendants,~~
26 ~~however, failed to do so, in violation of Labor Code §§ 510, 558,~~With respect to Plaintiff Fox, he and
27 other Aggrieved Employees were required to work off-the-clock: they were not compensated for time
28 spent responding to work related phone calls and messages outside of their scheduled shifts. In

1 addition, Plaintiff Fox and other Aggrieved Employees were paid on a commission basis, however,
2 they were not separately paid minimum and overtime wages for all time spent completing tasks
3 unrelated to the earning of sales-based commissions, including attending trainings and meetings and
4 rest periods. Plaintiff Fox and other Aggrieved Employees were also denied all minimum and
5 overtime wages during pay periods for which they were improperly classified as exempt from
6 overtime as inside sales employees. Further, Defendants paid Plaintiff Fox and other Aggrieved
7 Employees non-discretionary remuneration, including, but not limited to, shift differential pay, bonus
8 pay, commission, and/or piece rate pay, but failed to incorporate these non-discretionary
9 remuneration into their regular rate of pay to calculate the owed overtime rate(s) and proper sick pay
10 rate, resulting in the miscalculation and underpayment of overtime and sick pay wages owed. These
11 instances violate Labor Code §§ 246, 510, 558, and 1194 and IWC Wage Order 7-2001.

12 b. Failing to pay premium wages to PlaintiffPlaintiffs and other Aggrieved
13 Employees who were denied proper meal periods, in violation of Labor Code §§ 226.7, 512, 558 and
14 IWC Wage Order 7-2001. PlaintiffPlaintiffs and Aggrieved Employees were routinely denied, and
15 not authorized to take, a proper, timely, uninterrupted, 30-minute meal period for every shift worked
16 that exceeded five hours, or a second proper, timely, uninterrupted, 30-minute meal period for every
17 shift worked that exceeded ten hours, but were not paid premium wages of one hour's pay for each
18 missed first or second meal period. Plaintiffs and other Aggrieved Employees were instructed to clock
19 out for a meal period but to continue working off-the-clock and/or Defendants manipulated time
20 records in order to reflect a purported meal period even when no such meal period was provided.
21 When employees were able to take a meal period, they were oftentimes improperly provided after the
22 fifth hour of work, or they were required to remain responsive to work-related phone calls and/or text
23 messages, resulting in violation of an on-duty meal period. These instances violate Labor Code §§
24 226.7, 512-~~and~~ 558, and 1194 and IWC Wage Order 7-2001.

25 c. Failing to pay premium wages to PlaintiffPlaintiffs and other Aggrieved
26 Employees who were denied rest periods, in violation of Labor Code §§ 226.7, 558 and IWC Wage
27 Order No. 7-2001. PlaintiffPlaintiffs and Aggrieved Employees were routinely unable to take an off
28 duty, ~~paid~~paid 10-minute rest period for every four (4) hours of work or major fraction thereof, but

1 were not paid premium wages of one hour's pay for each missed rest period. Due to the busy nature
2 of their work schedules, ~~Plaintiff~~Plaintiffs and Aggrieved Employees were simply unable to take the
3 vast majority of their entitled rest periods. When rest periods were provided, Plaintiffs and other
4 Aggrieved Employees were oftentimes required to be taken remain responsive to work-related phone
5 calls and/or text messages, resulting in an on--duty and rest periods and were required to remain on
6 the Defendants' premises. Plaintiffs and Aggrieved Employees were not paid all rest period premium
7 wages when they were not provided an off-duty rest period. In addition, Plaintiff Fox and other
8 Aggrieved Employees were paid on a commission basis, however, some pay periods where Plaintiff
9 Fox and certain other Aggrieved Employees earned only commissions, they were not paid for rest
10 periods, which must be separately paid. This violates Labor Code §§ 226.7, and 558 and IWC Wage
11 Order No. 7-2001.

12 dd. Failing to reimburse Plaintiff Fox and other Aggrieved Employees for
13 necessary business expenses incurred in direct consequence of the discharge of their duties, in
14 violation of Labor Code § 2802, including, but not limited to, the use of their personal cellular phones
15 and personal work tools, while working for Defendant. Labor Code § 2802 states that an employer
16 must indemnify its employees for all necessary expenditures or losses incurred by the employee in
17 direct consequence of the discharge of their duties, and Defendant's failure to do so has violated this
18 section;

19 e. Failing to provide Plaintiff and Aggrieved Employees with wage statements
20 that fully and accurately itemized the requirements set forth in Labor Code §§ 226(a) and 226.3.
21 Plaintiff and other Aggrieved Employees were not paid all minimum wages, overtime wages and
22 premium meal and rest period wages due, as stated above. As such, the wage statements provided by
23 Defendants failed to accurately state all gross wages earned, in violation of Labor Code §§ 226(a)(1)
24 and 226.3, total hours worked, in violation of Labor Code §§ 226(a)(2) and 226.3, net wages earned,
25 in violation of Labor Code §§ 226(a)(5) and 226.3, and all applicable hourly rates in effect during the
26 pay period and the corresponding number of hours worked at each rate, in violation of Labor Code
27 §§ 226(a)(9) and 226.3. Independent of, and in addition to the above-allegations, Defendants failed
28

1 to issue wage statements that list the correct name and/or address of the legal entity that is the
2 employer, in violation of Labor Code §§ 226(a)(8) and 226.3.

3 ef. Failing to pay PlaintiffPlaintiffs and certain other Aggrieved Employees all
4 wages due at the separation of their employment based on the time frames required by Labor Code
5 §§ 201 and 202. As stated herein, PlaintiffPlaintiffs and other Aggrieved Employees were not paid
6 all wages due during the course of their employment and, as a result of this failure, they were not
7 timely paid all wages due at the separation of their employment. Furthermore, when Plaintiff Fox
8 separated from his employment with Defendants, he did not receive his final paycheck at the time of
9 this separation; instead, it was issued to him well after his last day of employment. This violates Labor
10 Code §§ 201-202 and is alleged on behalf of PlaintiffPlaintiffs and certain Aggrieved Employees no
11 longer employed by Defendants.

12 3. PlaintiffPlaintiffs, on behalf of himselfthemselves and all Aggrieved Employees
13 pursuant to Labor Code § 2698 *et seq.*, seeks civil penalties for Defendants' violations of the
14 California Labor Code.

15 4. Venue is proper in this judicial district, pursuant to Code of Civil Procedure § 395.
16 The Labor Code violations alleged against Defendants herein arose in Los Angeles County,
17 California.

18 II.

19 PARTIES

20 A. Plaintiff

21 5. Plaintiff DAVID MEZA was employed by Defendants from January 2019 through
22 August 2021 as a non-exempt employee in Los Angeles County, California.

23 6. Plaintiff DEREK FOX was employed by Defendants from August 2019 through June
24 2021 as a non-exempt employee in Los Angeles County, California.

25 B. Defendants

26 67. Defendant TRIUNITY JLRLA LLC is a California limited liability company.
27 Defendant TRIUNITY JLRLA LLC employed PlaintiffPlaintiffs and Aggrieved Employees
28 throughout the State of California, including Los Angeles County, California.

78. Defendant TRIUNITY AUTOMOTIVE GROUP LLC is a California limited liability company. Defendant TRIUNITY AUTOMOTIVE GROUP LLC employed PlaintiffPlaintiffs and Aggrieved Employees throughout the State of California, including Los Angeles County, California.

89. The true names and capacities, whether individual, corporate, associate, or otherwise, of Defendants sued herein as DOES 1 to 10, inclusive, are currently unknown to PlaintiffPlaintiffs, who therefore suessue Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff isPlaintiffs are informed and believesbelieve, and based thereon allegesallege, that each of the Defendants designated herein as a DOE is legally responsible in some manner for the unlawful acts referred to herein. PlaintiffPlaintiffs will seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants designated hereinafter as DOES when such identities become known.

9. Plaintiff is informed and believes, and based thereon alleges, that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant is legally attributable to the other Defendants.

~~4011~~11. The Defendants named herein as DOE 1 through DOE 10 are and were persons acting on behalf of, or acting jointly with, Defendants, who violated, or caused to be violated, one or more provisions of the California Labor Code as alleged herein.

III.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

**PLAINTIFF PLAINTIFFS AND ALL AGGRIEVED EMPLOYEES AGAINST ALL
DEFENDANTS PENALTIES PURSUANT TO LABOR CODE § 2699(f) FOR VIOLATIONS
OF LABOR CODE §§ 201, 202, 226(a), 226.7, 246, 510, 512, ~~AND~~-1194, AND 2802 AND
PURSUANT TO LABOR CODE § 2699(a) FOR VIOLATIONS OF LABOR CODE §§ 226.3
AND 558**

~~¶12.~~ Plaintiff incorporates paragraphs 1 through ~~9~~11 of this Complaint as though fully set forth herein.

~~12~~13. As a result of the acts alleged above, including the Labor Code violations set forth in paragraph 2 above, Plaintiff seeks civil penalties pursuant to Labor Code §§ 2698 *et seq.*

~~13~~14. For each such violation, Plaintiff and all other Aggrieved Employees are entitled to penalties and other relief in an amount to be shown at the time of trial subject to the following formula:

- a. Pursuant to Labor Code § 2699(f), \$100 for each initial violation and \$200 for each subsequent violation of Labor Code §§ 201, 202, 226(a), 226.7, 246, 510, 512, 1194, and ~~1194~~2802; and
- b. Pursuant to Labor Code § 2699(f), the penalties as authorized by Labor Code §§ 226.3 and 558.

~~14~~15. Civil penalties recovered will be allocated 75% to the Labor and Workforce Development Agency, and 25% to the affected employees.

~~1516.~~ On September 9, 2021, Plaintiff and June 8, 2022, Plaintiffs sent ~~a letter~~letters, by online submission to the LWDA and by certified mail, return receipt requested, to Defendants setting forth the facts and theories of the violations alleged against Defendants, as prescribed by Labor Code § 2698 *et seq.* Pursuant to Labor Code § 2699.3(a)(2)(A), no notice was received by PlaintiffPlaintiffs from the LWDA within sixty-five (65) calendar days of September 9, 2021. ~~Plaintiff or June 8, 2022.~~ Plaintiffs may therefore commence this action to seek civil penalties pursuant to Labor Code § 2698 *et seq.*

Wherefore, ~~Plaintiff~~Plaintiffs and the Aggrieved Employees ~~he seeks~~they seek to represent request relief as described below.

IV.

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

1. For civil penalties pursuant to Labor Code § 2698 *et seq.* for Plaintiff and all other Aggrieved Employees;
2. An award providing for payment of costs of suit pursuant to Labor Code § 2699(g)(1) and other applicable law;

1 3. An award of attorneys' fees pursuant to Labor Code § 2699(g)(1) and other applicable
2 law; and

3 4. Such other and further relief as this Court may deem just and proper.

4 Dated: November 29, 2022

Respectfully submitted,

5 GAINES & GAINES
6 A Professional Law Corporation

7 By: _____
8 DANIEL F. GAINES
9 EVAN S. GAINES
10 Attorneys for Plaintiff

1 **PROOF OF SERVICE AND CERTIFICATION**

2 I am employed in the County of VENTURA, State of California. I am over the age of 18 and not a party to the
3 within action; my business address is 4550 E. Thousand Oaks Blvd., Suite 100, Westlake Village, CA 91362.

4 _____ (For messenger) my business address is:

5 On November 29, 2022, I served the foregoing document described as **STIPULATION BY PARTIES**
6 **PERMITTING PLAINTIFF TO FILE A FIRST AMENDED COMPLAINT; [PROPOSED] ORDER THEREON**
7 on the interested parties in this action by placing a true copy thereof enclosed in sealed envelopes addressed as follows:

8 **LEWIS BRISBOIS BISGAARD & SMITH LLP**

9 **Jeffrey S. Ranen, Esq.**

10 **Parisa Khademi, Esq.**

11 **Eric O. Zeiger, Esq.**

12 **633 West 5th Street, Suite 4000**

13 **Los Angeles, California 90071**

14 X (BY ☒ U.S. MAIL/ BY ☐ CERTIFIED MAIL, RETURN RECEIPT REQUESTED) The sealed envelope was
15 mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection
16 and processing correspondence for mailing. It is deposited with United States postal service on that same
17 day in the ordinary course of business. I am aware that on motion of party served, service is presumed
18 invalid if postal cancellation date or postage meter date is more that one day after date of deposit for
19 mailing in affidavit.

20 _____ (BY FEDERAL EXPRESS OR OTHER OVERNIGHT SERVICE) I deposited the sealed envelope in a box or
21 other facility regularly maintained by the express service carrier or delivered the sealed envelope to an
22 authorized carrier or driver authorized by the express carrier to receive documents.

23 _____ (BY FACSIMILE TRANSMISSION) On _____, at _____ a.m./p.m., at Westlake Village, California, I
24 served the above-referenced document on the above-stated addressee by facsimile transmission pursuant
25 to Rule 2008 of the California Rules of Court. The telephone number of the sending facsimile machine
26 was (818)703-8984 and the telephone number(s) of the receiving facsimile machine was (____) ____-____.
27 A transmission report was properly issued by the sending facsimile machine, and the transmission was
28 reported as complete and without error. Copies of the facsimile transmission cover sheet and the
transmission report are attached to this proof of service.

_____ (BY PERSONAL DELIVERY) By causing a true copy of the within document(s) to be personally hand-
delivered to the office(s) of the addressee(s) set forth above, on the date set forth above.

I certify that the above document was printed on recycled paper.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on November 29, 2022, at Westlake Village, California.

23 Katherine Soriano
24 Katherine Soriano