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8
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 FOR THE COUNTY OF SAN MATEO
11

12 MARIO MARIN, as an aggrieved employee
pursuant to the Private Attorneys General
13 Act ("PAGA"), on behalf of the State of
California and other non-party Aggrieved
14 Employees,

Plaintiff,

15 vs.
16

17 LUCID GROUP USA, INC., a Delaware
corporation; LUCID GROUP, INC., a
Delaware corporation; LUCID GROUP
18 TECHNOLOGIES, LLC, a Delaware
limited liability company; LUCID USA,
19 INC., a Delaware corporation; and DOES 1
through 10, inclusive,
20

21 Defendants.
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Electronically
FILED
by Superior Court of California, County of San Mateo
ON 5/9/2025
By /s/ Haley Correa
Deputy Clerk

Case No.: 25-CIV-01667

**FIRST AMENDED COMPLAINT – PAGA
ENFORCEMENT ACTION**

(1) Claim for Civil Penalties for Violations of
California Labor Code, Pursuant to PAGA,
§§ 2698, *et seq.*

Jury Trial Demanded

1 Plaintiff Mario Marin, as an aggrieved employee and on behalf of the State of
2 California and all other non-party Aggrieved Employees, alleges as follows:

3 JURISDICTION AND VENUE

4 1. This is an enforcement action under the Labor Code Private Attorneys General
5 Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”) to recover civil penalties
6 and any other available relief on behalf of Plaintiff, the State of California, and other current
7 and former employees who worked for Defendants in California as a non-exempt, hourly paid
8 employee and received at least one wage statement and against whom one or more violations
9 of any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any provision regulating
10 hours and days of work in the applicable Industrial Welfare Commission (“IWC”) Wage
11 Order were committed, as set forth in this complaint, at any time between one year prior to the
12 filing of the pre-filing written notice to the Labor and Workforce Development Agency
13 (“LWDA”) in this case on February 28, 2025, until judgment (“non-party Aggrieved
14 Employees”). Plaintiff’s share of civil penalties sought in this action does not exceed
15 \$75,000.

16 2. This Court has jurisdiction over this action pursuant to the California
17 Constitution, Article VI, section 10. The statutes under which this action is brought do not
18 specify any other basis for jurisdiction.

19 3. This Court has jurisdiction over Defendants because Defendants are either
20 citizens of California, have sufficient minimum contacts in California, or otherwise
21 intentionally avail themselves of the California market so as to render the exercise of
22 jurisdiction over them by the California courts consistent with traditional notions of fair play
23 and substantial justice. There is no basis for federal diversity jurisdiction in this action given
24 that the State of California, as the real party in interest in this action, is not a “citizen” for
25 purposes of satisfying diversity jurisdiction. *Urbino v. Orkin Servs. of Cal.*, 726 F.3d 1118,
26 1123 (9th Cir. Cal. 2013). *Urbino* also holds that civil penalties cannot be aggregated to
27 satisfy the amount in controversy requirement for federal diversity jurisdiction in this action,
28 and that diversity jurisdiction cannot be established when Plaintiff’s share of the civil

penalties attributable to violations personally suffered are less than \$75,000. *Id.* at 1122.

4. Venue is proper in this Court because Defendants employ persons in this county, and employed Plaintiff in this county, and thus a substantial portion of the transactions and occurrences related to this action occurred in this county.

5. California Labor Code sections 2698, *et seq.*, the “Labor Code Private Attorneys General Act of 2004,” authorize aggrieved employees to sue as private attorneys general their current or former employers for various civil penalties for violations of various provisions in the California Labor Code.

THE PARTIES

6. Plaintiff Mario Marin is a resident of San Francisco, in San Francisco County, California. Defendants employed Plaintiff as an hourly paid, non-exempt employee from approximately August 2024 to November 2024. Plaintiff worked for Defendants as an Associate Service Technician out of their facility in Millbrae, California. During his employment, Plaintiff typically worked eight (8) hours or more per day and five (5) days per week. Plaintiff’s primary job duties included, without limitation, processing new vehicles coming off of the production line, conducting pre-delivery inspections, and preparing vehicles for delivery to customers.

7. LUCID GROUP USA, INC. was and is, upon information and belief, a Delaware corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

8. LUCID GROUP, INC. was and is, upon information and belief, a Delaware corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

9. LUCID GROUP TECHNOLOGIES, LLC was and is, upon information and belief, a Delaware limited liability company, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

10. LUCID USA, INC. was and is, upon information and belief, a Delaware corporation, and at all times hereinafter mentioned, an employer whose employees are

engaged throughout this county and the State of California.

11. Plaintiff is unaware of the true names or capacities of the Defendants sued herein under the fictitious names DOES 1 through 10, but will seek leave of this Court to amend the complaint and serve such fictitiously named Defendants once their names and capacities become known.

12. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10 were the partners, agents, owners, or managers of LUCID GROUP USA, INC.; LUCID GROUP, INC.; LUCID GROUP TECHNOLOGIES, LLC; and LUCID USA, INC., at all relevant times.

13. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and omissions alleged herein was performed by, or is attributable to LUCID GROUP USA, INC.; LUCID GROUP, INC.; LUCID GROUP TECHNOLOGIES, LLC; LUCID USA, INC.; and/or DOES 1 through 10 (collectively, “Defendants” or “LUCID”), each acting as the agent, employee, alter ego, and/or joint venturer of, or working in concert with, each of the other co-Defendants and was acting within the course and scope of such agency, employment, joint venture, or concerted activity with legal authority to act on the others’ behalf. The acts of any and all Defendants were in accordance with, and represent, the official policy of Defendants.

14. At all relevant times, Defendants, and each of them, ratified each and every act or omission complained of herein. At all relevant times, Defendants, and each of them, aided and abetted the acts and omissions of each and all the other Defendants in proximately causing the damages herein alleged.

15. Plaintiff is informed and believes, and thereon alleges, that each of said Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts, omissions, occurrences, and transactions alleged herein.

16. Under California law, Defendants are jointly and severally liable as employers for the violations alleged herein because they have each exercised sufficient control over the wages, hours, working conditions, and employment status of Plaintiff and other non-party

1 Aggrieved Employees. Each Defendant had the power to hire and fire Plaintiff and other non-
2 party Aggrieved Employees, supervised and controlled their work schedule and/or conditions
3 of employment, determined their rate of pay, and maintained their employment records.
4 Defendants suffered or permitted Plaintiff and other non-party Aggrieved Employees to work
5 and/or “engaged” Plaintiff and other non-party Aggrieved Employees so as to create a
6 common-law employment relationship. As joint employers of Plaintiff and other non-party
7 Aggrieved Employees, Defendants are jointly and severally liable for the civil penalties and
8 all other relief available to Plaintiff and other non-party Aggrieved Employees under the law.

9 17. Plaintiff is informed and believes, and thereon alleges, that at all relevant times,
10 Defendants, and each of them, have acted as joint employers with respect to Plaintiff and other
11 non-party Aggrieved Employees because Defendants have:

- 12 (a) jointly exercised meaningful control over the work performed by
13 Plaintiff and other non-party Aggrieved Employees;
- 14 (b) jointly exercised meaningful control over Plaintiff’s and other non-party
15 Aggrieved Employees’ wages, hours, and working conditions, including
16 the quantity, quality standards, speed, scheduling, and operative details
17 of the tasks performed by Plaintiff and other non-party Aggrieved
18 Employees;
- 19 (c) jointly required that Plaintiff and other non-party Aggrieved Employees
20 perform work which is an integral part of Defendants’ businesses; and
- 21 (d) jointly exercised control over Plaintiff and other non-party Aggrieved
22 Employees as a matter of economic reality in that Plaintiff and other
23 non-party Aggrieved Employees were dependent on Defendants, who
24 shared the power to set the wages of Plaintiff and other non-party
25 Aggrieved Employees and determined their working conditions, and
26 who jointly reaped the benefits from the underpayment of their wages
27 and noncompliance with other statutory provisions governing their
28 employment.

1 18. Plaintiff is informed and believes, and thereon alleges, that at all relevant times
2 there has existed a unity of interest and ownership between Defendants such that any
3 individuality and separateness between the entities has ceased.

4 19. LUCID GROUP USA, INC.; LUCID GROUP, INC.; LUCID GROUP
5 TECHNOLOGIES, LLC; LUCID USA, INC.; and DOES 1 through 10 are therefore alter egos
6 of each other.

7 20. Adherence to the fiction of the separate existence of Defendants would permit
8 an abuse of the corporate privilege, and would promote injustice by protecting Defendants
9 from liability for the wrongful acts committed by them under the name “LUCID.”

10 21. Plaintiff further alleges, upon information and belief, that Defendants LUCID
11 GROUP USA, INC.; LUCID GROUP, INC.; LUCID GROUP TECHNOLOGIES, LLC; and
12 LUCID USA, INC. are alter egos of each other for the following reasons:

13 (a) On the California Secretary of State’s website
14 (<https://bizfileonline.sos.ca.gov/>), LUCID GROUP USA, INC.; LUCID
15 GROUP, INC.; LUCID GROUP TECHNOLOGIES, LLC; and LUCID
16 USA, INC. share the same principal address and mailing address of
17 “7373 GATEWAY BLVD., NEWARK, CA 94560”;

18 (b) On the California Secretary of State’s website, LUCID GROUP USA,
19 INC.; LUCID GROUP, INC.; LUCID GROUP TECHNOLOGIES,
20 LLC; and LUCID USA, INC. share the same agent for service of
21 process, “CSC – LAWYERS INCORPORATING SERVICE”;

22 (c) According to their most recent “Statement of Information” forms filed
23 with the California Secretary of State, LUCID GROUP USA, INC.;
24 LUCID GROUP, INC.; LUCID GROUP TECHNOLOGIES, LLC; and
25 LUCID USA, INC. share the same officers and directors including, but
26 not limited to:

27 (i) Peter Rawlinson, who serves as Chief Executive Officer and
28 Chief Technology Officer for LUCID GROUP USA, INC.;

LUCID GROUP, INC.; and LUCID USA, INC.;

- (ii) Gagan Dhingra, who serves as Chief Financial Officer and manager and/or member for LUCID GROUP USA, INC.; LUCID GROUP, INC.; LUCID GROUP TECHNOLOGIES, LLC; and LUCID USA, INC.;
- (iii) Brian Tomkiel, who serves as Secretary for LUCID GROUP USA, INC.; LUCID GROUP, INC.; and LUCID USA, INC.;
- (iv) Marc Winterhoff, who serves as Chief Operating Officer for LUCID GROUP USA, INC.; LUCID GROUP, INC.; and LUCID USA, INC.; and
- (v) Mustally Hussain, who serves as Treasurer for LUCID GROUP USA, INC.; LUCID GROUP, INC.; and LUCID USA, INC.; and

- (d) On information and belief, LUCID GROUP USA, INC.; LUCID GROUP, INC.; LUCID GROUP TECHNOLOGIES, LLC; and LUCID USA, INC. utilize the same standardized employment forms and issue the same employment policies.

PAGA REPRESENTATIVE ALLEGATIONS

22. Defendants design, manufacture, and sell electric vehicles. Upon information and belief, Defendants maintain a single, centralized Human Resources (“HR”) department at their company headquarters in Newark, California, which is responsible for the recruiting and hiring of new employees, and communicating and implementing Defendants’ company-wide policies, including timekeeping policies and meal and rest period policies, to employees throughout California.

23. In particular, Plaintiff and other non-party Aggrieved Employees, on information and belief, received the same standardized documents and/or written policies. Upon information and belief, the usage of standardized documents and/or written policies, including new-hire documents, indicate that Defendants dictated policies at the corporate level

1 and implemented them company-wide, regardless of their employees' assigned locations or
2 positions. Upon information and belief, Defendants set forth uniform policies and procedures
3 in several documents provided at an employee's time of hire.

4 24. Upon information and belief, Defendants maintain a centralized Payroll
5 department at their company headquarters in Newark, California, which processes payroll for
6 all non-exempt, hourly paid employees working for Defendants at their various locations in
7 California, including Plaintiff and other non-party Aggrieved Employees. Based upon
8 information and belief, Defendants issue the same formatted wage statements to all non-
9 exempt, hourly paid employees in California, irrespective of their work locations. Upon
10 information and belief, Defendants process payroll for departing employees in the same
11 manner throughout the State of California, regardless of the manner in which each employee's
12 employment ends.

13 25. Defendants continue to employ non-exempt or hourly paid employees in
14 California.

15 26. Plaintiff is informed and believes, and thereon alleges, that at all times herein
16 mentioned, Defendants were advised by skilled lawyers and other professionals, employees
17 and advisors knowledgeable about California labor and wage law, employment and personnel
18 practices, and about the requirements of California law.

19 27. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and other
20 non-party Aggrieved Employees were not paid for all hours worked because all hours worked
21 were not recorded.

22 28. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
23 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
24 receive certain wages for overtime compensation and that they were not receiving certain
25 wages for overtime compensation.

26 29. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
27 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
28 receive at least minimum wages for compensation and that they were not receiving at least

1 minimum wages for work that was required to be done off-the-clock. In violation of the
2 California Labor Code, Plaintiff and other non-party Aggrieved Employees were not paid at
3 least minimum wages for work done off-the-clock.

4 30. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
5 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
6 meal periods in accordance with the California Labor Code and applicable IWC Wage Order
7 or payment of one (1) additional hour of pay at their regular rates of pay when they were not
8 provided with timely, uninterrupted, thirty (30) minute meal periods and that Plaintiff and
9 other non-party Aggrieved Employees were not provided with all meal periods or payment of
10 one (1) additional hour of pay at their regular rates of pay when they did not receive a timely,
11 uninterrupted, thirty (30) minute meal period.

12 31. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
13 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
14 rest periods in accordance with the California Labor Code and applicable IWC Wage Order or
15 payment of one (1) additional hour of pay at their regular rates of pay when they were not
16 authorized and permitted to take a compliant rest period and that Plaintiff and other non-party
17 Aggrieved Employees were not authorized and permitted to take compliant rest periods or
18 provided with payment of one (1) additional hour of pay at their regular rates of pay when
19 they were not authorized and permitted to take a compliant rest period.

20 32. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
21 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
22 receive complete and accurate wage statements in accordance with California law. In
23 violation of the California Labor Code, Plaintiff and other non-party Aggrieved Employees
24 were not provided complete and accurate wage statements.

25 33. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
26 should have known that they had a duty to maintain accurate and complete payroll records in
27 accordance with the California Labor Code and applicable IWC Wage Order, but willfully,
28 knowingly, and intentionally failed to do so.

1 34. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
2 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
3 timely payment of all wages earned upon termination of employment. In violation of the
4 California Labor Code, Plaintiff and other non-party Aggrieved Employees did not receive
5 payment of all wages due, including, but not limited to, overtime wages, minimum wages,
6 and/or meal and rest period premiums, within permissible time periods.

7 35. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
8 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
9 timely payment of wages during their employment. In violation of the California Labor Code,
10 Plaintiff and other non-party Aggrieved Employees did not receive payment of all wages,
11 including, but not limited to, overtime wages, minimum wages, and/or meal and rest period
12 premiums, within permissible time periods.

13 36. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
14 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
15 receive full reimbursement for all business-related expenses and costs they incurred during the
16 course and scope of their employment and that they did not receive full reimbursement of
17 applicable business-related expenses and costs incurred.

18 37. Plaintiff is informed and believes, and thereon alleges, that at all times herein
19 mentioned, Defendants knew or should have known that they had a duty to compensate
20 Plaintiff and other non-party Aggrieved Employees for all hours worked, and that Defendants
21 had the financial ability to pay such compensation, but willfully, knowingly, and intentionally
22 failed to do so, and falsely represented to Plaintiff and other non-party Aggrieved Employees
23 that they were properly denied wages, all in order to increase Defendants' profits.

24 38. At all times herein set forth, PAGA provides that any provision of law under
25 the Labor Code and applicable IWC Wage Order that provides for a civil penalty to be
26 assessed and collected by the LWDA for violations of the California Labor Code and
27 applicable IWC Wage Order may, as an alternative, be recovered by aggrieved employees in a
28 civil action brought on behalf of themselves and other current or former employees pursuant

1 to procedures outlined in California Labor Code section 2699.3.

2 39. PAGA defines an “aggrieved employee” in Labor Code section 2699(c)(1) as
3 “any person who was employed by the alleged violator and personally suffered each of the
4 violations alleged.”

5 40. Plaintiff and other current and former employees of Defendants are “aggrieved
6 employees” as defined by Labor Code section 2699(c)(1) in that they are all Defendants’
7 current or former employees and each of the alleged violations were committed against them.

8 41. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved
9 employee, including Plaintiff, may pursue a civil action arising under PAGA after the
10 following requirements have been met:

- 11 (a) The aggrieved employee shall give written notice by online filing
12 (hereinafter “Employee’s Notice”) to the LWDA and by certified mail
13 to the employer of the specific provisions of the California Labor Code
14 alleged to have been violated, including the facts and theories to support
15 the alleged violations.
- 16 (b) An aggrieved employee’s notice filed with the LWDA pursuant to
17 2699.3(a) and any employer response to that notice shall be
18 accompanied by a filing fee of seventy-five dollars (\$75).
- 19 (c) The LWDA shall provide notice (hereinafter “LWDA Notice”) to the
20 employer and the aggrieved employee by certified mail that it does not
21 intend to investigate the alleged violation within sixty (60) calendar
22 days of the postmark date of the Employee’s Notice. Upon receipt of
23 the LWDA Notice, or if the LWDA Notice is not provided within sixty-
24 five (65) calendar days of the postmark date of the Employee’s Notice,
25 the aggrieved employee may commence a civil action pursuant to
26 California Labor Code section 2699 to recover civil penalties in addition
27 to any other penalties to which the employee may be entitled.

28 42. Pursuant to California Labor Code section 2699.3(c), aggrieved employees,

1 through Plaintiff, may pursue a civil action arising under PAGA for violations of any
2 provision other than those listed in Section 2699.5 after the following requirements have been
3 met:

- 4 (a) The aggrieved employee or representative shall give written notice by
5 online filing to the LWDA and by certified mail to the employer of the
6 specific provisions of the California Labor Code alleged to have been
7 violated (other than those listed in Section 2699.5), including the facts
8 and theories to support the alleged violation.
- 9 (b) An aggrieved employee's notice filed with the LWDA pursuant to
10 2699.3(c) and any employer response to that notice shall be
11 accompanied by a filing fee of seventy-five dollars (\$75).
- 12 (c) The employer may cure the alleged violation within thirty-three (33)
13 calendar days of the postmark date of the notice. The employer shall
14 give written notice by certified mail within that period of time to the
15 aggrieved employee or representative and the agency if the alleged
16 violation is cured, including a description of actions taken, and no civil
17 action pursuant to Section 2699 may commence. If the alleged violation
18 is not cured within the 33-day period, the employee may commence a
19 civil action pursuant to Section 2699.

20 43. On February 28, 2025, Plaintiff provided written notice by online filing to the
21 LWDA and by certified mail to Defendants of the specific provisions of the California Labor
22 Code alleged to have been violated, including facts and theories to support the alleged
23 violations, in accordance with California Labor Code section 2699.3. Plaintiff's written
24 notice was accompanied with the applicable filing fee of seventy-five dollars (\$75). The
25 LWDA PAGA Administrator has confirmed receipt of Plaintiff's written notice and assigned
26 Plaintiff PAGA Case Number LWDA-CM-1083339-25. A true and correct copy of Plaintiff's
27 written notice to the LWDA and Defendants are attached hereto as "Exhibit 1."

28 44. As of the filing date of this complaint, over 65 days have passed since Plaintiff

1 sent the written notice described above, and the LWDA has not responded that it intends to
2 investigate Plaintiff's claims, and Defendants have not cured the violations.

3 45. Thus, Plaintiff has satisfied the administrative prerequisites under California
4 Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for
5 violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516,
6 1174(d), 1182.12, 1194, 1197, 1198, and 2802.

7 46. Labor Code section 558(a) provides "[a]ny employer or other person acting on
8 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
9 provision regulating hours and days of work in any order of the Industrial Welfare
10 Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty
11 dollars (\$50) for each underpaid employee for each pay period for which the employee was
12 underpaid (2) For each subsequent violation, one hundred dollars (\$100) for each
13 underpaid employee for each pay period for which the employee was underpaid" Labor
14 Code section 558(c) provides "[t]he civil penalties provided for in this section are in addition
15 to any other civil or criminal penalty provided by law." Plaintiff, acting in the public interest
16 as a private attorney general, seeks assessment and collection of civil penalties under Labor
17 Code section 558 for himself, all other non-party Aggrieved Employees, and the State of
18 California against Defendants for violations of Labor Code sections 510, 512(a), 516, and
19 1198, and the applicable IWC Wage Order. Plaintiff, acting in the public interest as a private
20 attorney general, does not seek the recovery of unpaid wages under Labor Code section 558
21 from Defendants for violations of Labor Code sections 510, 512(a), 516, and 1198, and the
22 applicable IWC Wage Order.

23 47. Defendants, at all times relevant to this complaint, were employers or persons
24 acting on behalf of an employer(s) who violated Plaintiff's and other non-party Aggrieved
25 Employees' rights by violating various sections of the California Labor Code as set forth
26 above.

27 48. As set forth below, Defendants have violated numerous provisions of both the
28 Labor Code sections regulating hours and days of work as well as the applicable IWC Wage

1 Order.

2 49. Pursuant to PAGA, and in particular, California Labor Code sections 1194.5,
3 2699(a), 2699(k), 2699.3(a), 2699.3(c), 2699.5, and section 558, Plaintiff, acting in the public
4 interest as a private attorney general, seeks assessment and collection of civil penalties and
5 injunctive relief for himself, all other non-party Aggrieved Employees, and the State of
6 California against Defendants for violations of California Labor Code sections 201, 202, 204,
7 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1198, and 2802.

8 **FIRST CAUSE OF ACTION**

9 **For Civil Penalties, Pursuant to California Labor Code §§ 2698, *et seq.***

10 **(Against all Defendants)**

11 50. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
12 and every allegation set forth above.

13 51. California Labor Code sections 2698, *et seq.* permit Plaintiff to recover civil
14 penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section
15 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 1174(d), and 1198.
16 Labor Code section 2699.3(c) permits aggrieved employees, including Plaintiff, to recover
17 civil penalties for violations of those Labor Code sections not found in section 2699.5,
18 including sections 226(a), 226.7, 510, 512(a), 516, 1182.12, 1194, 1197, and 2802.

19 52. Defendants' conduct, as alleged herein, violates numerous sections of the
20 California Labor Code, including, but not limited to, the following:

- 21 (a) Violation of Labor Code sections 510 and 1198, and the applicable IWC
22 Wage Order for Defendants' failure to compensate Plaintiff and other
23 non-party Aggrieved Employees with all required overtime pay, as set
24 forth below;
- 25 (b) Violation of Labor Code sections 1182.12, 1194, 1197, and 1198, and
26 the applicable IWC Wage Order for Defendants' failure to compensate
27 Plaintiff and other non-party Aggrieved Employees with at least
28 minimum wages for all hours worked, as set forth below;

- 1 (c) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the
2 applicable IWC Wage Order for Defendants' failure to provide Plaintiff
3 and other non-party Aggrieved Employees with meal periods, as set
4 forth below;
- 5 (d) Violation of Labor Code sections 226.7, 516, and 1198, and the
6 applicable IWC Wage Order for Defendants' failure to authorize and
7 permit Plaintiff and other non-party Aggrieved Employees to take rest
8 periods, as set forth below;
- 9 (e) Violation of Labor Code sections 226(a) and 1198, and the applicable
10 IWC Wage Order for failure to provide accurate and complete wage
11 statements to Plaintiff and other non-party Aggrieved Employees, as set
12 forth below;
- 13 (f) Violation of Labor Code sections 1174(d) and 1198, and the applicable
14 IWC Wage Order for failure to maintain payroll records, as set forth
15 below;
- 16 (g) Violation of Labor Code sections 201 and 202 for failure to pay all
17 earned wages upon termination, as set forth below; and
- 18 (h) Violation of Labor Code sections 204 for failure to pay all earned wages
19 during employment, as set forth below;
- 20 (i) Violation of Labor Code section 2802 for failure to reimburse Plaintiff
21 and other non-party Aggrieved Employees for all business expenses
22 necessarily incurred, as set forth below.

23 **FAILURE TO PAY OVERTIME**

24 **VIOLATION OF LABOR CODE SECTIONS 510 AND 1198**

25 53. Labor Code section 1198 makes it illegal to employ an employee under
26 conditions of labor that are prohibited by the applicable IWC Wage Order. California Labor
27 Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission
28 shall be the . . . standard conditions of labor for employees. The employment of any employee

1 . . . under conditions of labor prohibited by the order is unlawful.”

2 54. California Labor Code section 1198 and the applicable IWC Wage Order
3 provide that it is unlawful to employ persons without compensating them at a rate of pay
4 either time-and-one-half or two-times that person’s regular rate of pay, depending on the
5 number of hours worked by the person on a daily or weekly basis.

6 55. Specifically, the applicable IWC Wage Order provides that Defendants are and
7 were required to pay Plaintiff and other non-party Aggrieved Employees working more than
8 eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time and
9 one-half (1 ½) for all hours worked in excess of eight (8) hours in a day or more than forty
10 (40) hours in a workweek.

11 56. The applicable IWC Wage Order further provides that Defendants are and were
12 required to pay Plaintiff and other non-party Aggrieved Employees working more than twelve
13 (12) hours in a day, overtime compensation at a rate of two (2) times their regular rate of pay.
14 An employee’s regular rate of pay includes all remuneration for employment paid to, or on
15 behalf of, the employee, including nondiscretionary bonuses and incentive pay.

16 57. California Labor Code section 510 codifies the right to overtime compensation
17 at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8)
18 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the
19 seventh (7th) day of work, and to overtime compensation at twice the employee’s regular rate
20 of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours
21 in a day on the seventh (7th) day of work.

22 58. During the relevant time period, Defendants willfully failed to pay all overtime
23 wages owed to Plaintiff and other non-party Aggrieved Employees. During the relevant time
24 period, Plaintiff and other non-party Aggrieved Employees were not paid overtime premiums
25 for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12)
26 hours in a day, and/or in excess of forty (40) hours in a week, because all hours worked were
27 not recorded.

28 59. First, during the relevant time period, Defendants had, and continue to have, a

1 company-wide policy and/or practice of discouraging and impeding Plaintiff and other non-
2 party Aggrieved Employees from recording hours worked that were outside of their scheduled
3 shifts in order to limit the amount of overtime employees could accrue. This policy of
4 limiting overtime led Plaintiff and other non-party Aggrieved Employees to work off-the-
5 clock outside of their scheduled shift times. For example, before clocking in for or after
6 clocking out from his shifts, Defendants' management required Plaintiff to complete various
7 tasks, such as moving vehicles around and creating keys for customers, which would take up
8 to 30 minutes. However, Plaintiff was not permitted to remain clocked in and record this time
9 spent working before and after his scheduled shift times.

10 60. Additionally, on information and belief, Defendants' timekeeping system
11 frequently had issues wherein it would freeze and become inoperable when Plaintiff and other
12 non-party Aggrieved Employees attempted to clock in, which, in turn, required Defendants'
13 managers to manually enter clock-in times for Plaintiff and other non-party Aggrieved
14 Employees. But, upon information and belief, Defendants' management did not correctly
15 account for the time the timekeeping system was not working, in order to avoid payment of
16 additional wages. As a result, Plaintiff and other non-party Aggrieved Employees were not
17 paid for all of their hours actually worked because Defendants' management did not
18 accurately record all hours worked.

19 61. Second, Plaintiff and other non-party Aggrieved Employees were required to
20 complete online training sessions, attend orientation or training sessions, and travel to and
21 from orientation and other training sessions, but were not compensated for this time worked.
22 For example, Plaintiff spent time completing online training modules while off the clock,
23 including CPR training, safety, and other work-related subjects. As another example, Plaintiff
24 spent approximately two (2) hours traveling to and from Defendants' headquarters in Newark,
25 California, from his home in San Francisco, California, in order to attend an orientation from
26 8:00 a.m. to 3:00 p.m., but, on information and belief, was not paid for any of this time spent
27 traveling or attending the orientation. Finally, Plaintiff traveled to Los Angeles, California,
28 for required training and was not paid for his travel time to and from each of the airports and

1 flight time, which altogether took approximately four (4) hours.

2 62. Third, during the relevant time period, Defendants had, and continue to have, a
3 company-wide policy and/or practice of failing to staff and employ sufficiently trained
4 workers, such that there were too few employees on duty capable of handling the workload
5 and attending to customers who were waiting for their vehicles to be delivered. Because
6 Defendants did not employ sufficiently trained employees to meet customer demand, there
7 was no one available to relieve employees like Plaintiff who needed meal period coverage.
8 On information and belief, Defendants also imposed various quotas, deadlines, and/or
9 productivity metrics on Plaintiff and other non-party Aggrieved Employees, resulting in a
10 heavy workload. Defendants' policies and/or practices resulted in a failure to provide Plaintiff
11 and other non-party Aggrieved Employees with adequate meal period coverage, and thus,
12 Plaintiff and other non-party Aggrieved Employees were not always afforded uninterrupted
13 30-minute meal periods during shifts when they were entitled to receive a meal period.

14 63. Defendants also had a practice of failing to schedule meal periods, which
15 further caused Plaintiff and other non-party Aggrieved Employees to not be relieved of their
16 duties for compliant meal periods. For example, Plaintiff had to regularly forgo his meal
17 periods and would clock out (*see infra*) and continue to work through them to keep up with
18 the heavy workload, meeting various deadlines or quotas imposed by Defendants' managers,
19 or would often cut his meal periods short to complete his assigned duties. Thus, Plaintiff and
20 other non-party Aggrieved Employees worked through meal periods and/or had meal periods
21 cut short or interrupted in order to handle their workloads. Defendants did not compensate
22 Plaintiff and other non-party Aggrieved Employees for the time they spent working off the
23 clock during unpaid meal periods.

24 64. Further, because Defendants frowned upon employees accruing meal period
25 premiums, Defendants' management pressured employees, upon threat of discipline, to clock
26 out for meal periods even when they had not received compliant meal periods. Further,
27 Defendants' company-wide timekeeping system prevented Plaintiff and other non-party
28 Aggrieved Employees from recording all hours worked when their meal periods were

1 shortened or interrupted, because the system locked out Plaintiff and other non-party
2 Aggrieved Employees once they clocked out for a meal period, and would not permit them to
3 clock back in from a meal period before 30 minutes had elapsed. Thus, Defendants did not
4 record all hours worked during meal periods, and Plaintiff and other non-party Aggrieved
5 Employees performed work during meal periods for which they were not paid.

6 65. Defendants knew or should have known that as a result of these company-wide
7 practices and/or policies, Plaintiff and other non-party Aggrieved Employees were performing
8 their assigned duties off-the-clock outside of their scheduled shifts and during meal periods,
9 and were suffered or permitted to perform work for which they were not paid. Because
10 Plaintiff and other non-party Aggrieved Employees worked shifts of eight (8) hours or more a
11 day, or forty (40) hours a week or more, some of this off-the-clock work qualified for
12 overtime premium pay. Therefore, Plaintiff and other non-party Aggrieved Employees were
13 not paid overtime wages for all of the overtime hours they actually worked.

14 66. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees
15 the balance of overtime compensation as required by California law, violates the provisions of
16 California Labor Code sections 510 and 1198. Plaintiff and other non-party Aggrieved
17 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
18 558 and/or 2699(a), (f), and (k).

19 **FAILURE TO PAY MINIMUM WAGES**

20 **VIOLATION OF LABOR CODE SECTIONS 1182.12, 1194, 1197, AND 1198**

21 67. At all relevant times, California Labor Code sections 1182.12, 1194, 1197, and
22 1198 provide that the minimum wage for employees fixed by the IWC is the minimum wage
23 to be paid to employees, and the payment of a wage less than the minimum so fixed is
24 unlawful. Compensable work time is defined in IWC Wage Order No. 1-2001 as "the time
25 during which an employee is subject to the control of an employer, and includes all the time
26 the employee is suffered or permitted to work, whether or not required to do so." Cal. Code
27 Regs. tit. 8, § 11010(2)(G) (defining "Hours Worked").

28 68. As set forth above, upon information and belief, as a result of Defendants'

1 policy of limiting the amount of overtime employees could accrue, Defendants required
2 Plaintiff and other non-party Aggrieved Employees to perform work off-the-clock outside of
3 their scheduled shift times, such as moving vehicles, creating keys, completing online
4 training, attending and traveling to/from orientation, and traveling to training sessions. As
5 also stated, on information and belief, due to Defendants' often-faulty timekeeping system
6 that prevented employees from clocking in, Plaintiff and other non-party Aggrieved
7 Employees were prevented from recording the entire time worked before their scheduled
8 shifts, and thus were not compensated for this time.

9 69. Moreover, as also stated, due to Defendants' policies and/or practices of
10 understaffing, assigning heavy workloads, including implementing productivity metrics, and
11 failing to schedule meal periods, Plaintiff and other non-party Aggrieved Employees were
12 impeded from taking all uninterrupted meal periods to which they were entitled and were
13 required to work off-the-clock during meal periods, have their meal periods interrupted,
14 and/or were otherwise not relieved of all duties during unpaid meal periods. Further, as also
15 stated, in order to prevent employees from accruing meal period premiums, Defendants'
16 management pressured employees to clock out for meal periods, upon threat of discipline,
17 even when meal periods were missed, short, and/or interrupted. Additionally, as stated,
18 Defendants' company-wide timekeeping system prevented Plaintiff and other non-party
19 Aggrieved Employees from entering time worked during meal periods because the system
20 locked out Plaintiff and other non-party Aggrieved Employees for a full 30 minutes. Thus,
21 Defendants systematically failed to pay Plaintiff and other non-party Aggrieved Employees
22 for actual hours worked during unpaid meal periods because these hours were not always
23 correctly recorded.

24 70. Defendants did not pay minimum wages for all hours worked by Plaintiff and
25 other non-party Aggrieved Employees. To the extent that these off-the-clock hours did not
26 qualify for overtime premium payment, Defendants did not pay at least minimum wages for
27 those hours worked off-the-clock in violation of California Labor Code sections 1182.12,
28 1194, 1197, and 1198.

71. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees minimum wages violates California Labor Code sections 1182.12, 1194, 1197, and 1198. Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (k).

FAILURE TO PROVIDE AND RECORD MEAL PERIODS
VIOLATION OF LABOR CODE SECTIONS 226.7, 512(a), 516, AND 1198

72. At all relevant times herein set forth, the applicable IWC Wage Order and California Labor Code sections 226.7, 512(a), 516, and 1198 were applicable to Plaintiff's and other non-party Aggrieved Employees' employment by Defendants.

73. At all relevant times herein set forth, California Labor Code section 512(a) provides that an employer may not require, cause, or permit an employee to work for a period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012).

74. At all relevant times herein set forth, California Labor Code sections 226.7, 512(a), 516, and 1198 provide that no employer shall require an employee to work during any meal period mandated by an applicable order of the IWC.

75. At all relevant times herein set forth, Labor Code sections 226.7 and 512(a), and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

76. As stated, Defendants had, and continue to have, a company-wide policy and/or practice of understaffing while assigning heavy workloads, including imposing productivity

1 quotas or metrics, which has resulted in a lack of meal period coverage and prevented Plaintiff
2 and other non-party Aggrieved Employees from taking all timely, uninterrupted meal periods
3 to which they were entitled. Further, as stated, Defendants had a company-wide practice
4 and/or policy of failing to schedule meal periods, which further caused Plaintiff and other
5 non-party Aggrieved Employees to not be relieved of their duties for compliant meal periods.

6 77. As a result, Plaintiff and other non-party Aggrieved Employees had to work
7 through all or part of their meal periods, had their meal periods interrupted, and/or had to wait
8 extended periods of time before taking meal periods. For example, as stated, Plaintiff
9 regularly missed his meal periods or cut them short to finish his assigned tasks and keep up
10 with the heavy workload.

11 78. Also, as stated, because Defendants frowned upon employees accruing meal
12 period premiums, Defendants' management pressured employees to clock out for meal
13 periods, upon threat of discipline, regardless of whether they had received a compliant meal
14 period or not, in order to strictly limit the meal period premiums that would need to be paid by
15 Defendants. Moreover, as also stated, Defendants' company-wide timekeeping system
16 prevented Plaintiff and other non-party Aggrieved Employees from recording when their meal
17 periods were shortened or interrupted, because the system locked out Plaintiff and other non-
18 party Aggrieved Employees once they clocked out for a meal period, and would not permit
19 them to clock back in from a meal period before 30 minutes had elapsed. Plaintiff and other
20 non-party Aggrieved Employees did not sign valid meal period waivers on days that they were
21 entitled to meal periods and were not relieved of all duties.

22 79. At all times herein mentioned, Defendants knew or should have known that, as
23 a result of these policies, Plaintiff and other non-party Aggrieved Employees were prevented
24 from being relieved of all duties and required to perform some of their assigned duties during
25 meal periods. Defendants further knew or should have known that Defendants did not pay
26 Plaintiff and other non-party Aggrieved Employees meal period premiums when meal periods
27 were missed, shortened, interrupted, and/or late.

28 80. Moreover, Defendants engaged in a company-wide practice and/or policy of

1 not paying meal period premiums owed when compliant meal periods are not provided.
2 Because of this practice and/or policy, Plaintiff and other non-party Aggrieved Employees
3 have not received premium pay for missed, late, and interrupted meal periods. As a result,
4 Defendants failed to provide Plaintiff and other non-party Aggrieved Employees compliant
5 meal periods in violation of California Labor Code sections 226.7, 512(a), and 516 and failed
6 to pay the full meal period premiums due.

7 81. Defendants' conduct violates the applicable IWC Wage Order, and California
8 Labor Code sections 226.7, 512(a), 516, and 1198. Plaintiff and other non-party Aggrieved
9 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
10 558 and/or 2699(a), (f), and (k).

11 **FAILURE TO AUTHORIZE AND PERMIT REST PERIODS**
12 **VIOLATION OF LABOR CODE SECTIONS 226.7, 516, AND 1198**

13 82. At all relevant times herein set forth, the applicable IWC Wage Order and
14 California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff's and other
15 non-party Aggrieved Employees' employment by Defendants.

16 83. At all relevant times, the applicable IWC Wage Order provides that "[e]very
17 employer shall authorize and permit all employees to take rest periods, which insofar as
18 practicable shall be in the middle of each work period" and that the "rest period time shall be
19 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
20 hours or major fraction thereof" unless the total daily work time is less than three and one-half
21 (3 ½) hours.

22 84. At all relevant times, California Labor Code section 226.7 provides that no
23 employer shall require an employee to work during any rest period mandated by an applicable
24 order of the California IWC. To comply with its obligation to authorize and permit rest
25 periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an
26 employer must "relinquish any control over how employees spend their break time, and
27 relieve their employees of all duties—including the obligation that an employee remain on
28 call. A rest period, in short, must be a period of rest." *Augustus v. ABM Security Services*,

1 *Inc.*, 2 Cal. 5th 257, 273 (2016).

2 85. Pursuant to the applicable IWC Wage Order and California Labor Code section
3 226.7(c), Plaintiff and class members are entitled to recover from Defendants one (1)
4 additional hour of pay at their regular rates of pay for each work day that a required rest
5 period was not authorized and permitted.

6 86. During the relevant time period, Defendants regularly failed to authorize and
7 permit Plaintiff and other non-party Aggrieved Employees to take a ten (10) minute rest
8 period per each four (4) hour period worked or major fraction thereof. As with meal periods,
9 Defendants' company-wide practices, including understaffing and assigning heavy workloads,
10 prevented Plaintiff and other non-party Aggrieved Employees from being relieved of all duty
11 to take rest periods. Additionally, Defendants failed to schedule rest periods, which, coupled
12 with Defendants' failure to provide adequate rest period coverage, further led to Plaintiff and
13 other non-party Aggrieved Employees not being authorized and permitted to take rest periods.
14 In addition, Defendants had a company-wide practice and/or policy of requiring that Plaintiff
15 and other non-party Aggrieved Employees carry and respond to their personal mobile devices
16 s at all times, including during rest periods.

17 87. Furthermore, upon information and belief, during the relevant time period,
18 Defendants maintained a company-wide on-premises rest period policy, which effectively
19 required that Plaintiff and other non-party Aggrieved Employees remain on the premises
20 during their rest periods. Because Plaintiff and other non-party Aggrieved Employees were
21 restricted from leaving the premises during rest periods, they were denied the ability to use
22 their rest periods freely for their own purposes, such as running personal errands. Thus,
23 Defendants effectively maintained control over Plaintiff and other non-party Aggrieved
24 Employees during rest periods.

25 88. As a result of Defendants' practices and policies, Plaintiff and other non-party
26 Aggrieved Employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in
27 excess of 10 hours without receiving all uninterrupted rest periods to which they were entitled.
28 For example, Plaintiff's rest periods were frequently interrupted or cut short by Defendants'

1 managers asking him, either in-person or over the Teams application on his cellular phone, to
2 discuss the status of completing assignments or new assignments.

3 89. Defendants have also engaged in a company-wide practice and/or policy of not
4 paying rest period premiums owed when compliant rest periods are not authorized and
5 permitted. Because of this practice and/or policy, Plaintiff and other non-party Aggrieved
6 Employees have not received premium pay for all missed rest periods. As a result,
7 Defendants denied Plaintiff and other non-party Aggrieved Employees rest periods and failed
8 to pay them rest period premiums due, in violation of Labor Code sections 226.7 and 516, and
9 the applicable IWC Wage Order.

10 90. Defendants' conduct violates the applicable IWC Wage Order and California
11 Labor Code sections 226.7, 516, and 1198. Plaintiff and other non-party Aggrieved
12 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
13 558 and/or 2699(a), (f), and (k).

14 **FAILURE TO PROVIDE AND MAINTAIN COMPLIANT WAGE STATEMENTS**
15 **VIOLATION OF LABOR CODE SECTIONS 226(a), 1174(d), AND 1198**

16 91. At all relevant times herein set forth, California Labor Code section 226(a)
17 provides that every employer shall furnish each of his or her employees an accurate and
18 complete itemized wage statement in writing, including, but not limited to, the name and
19 address of the legal entity that is the employer, the inclusive dates of the pay period, total
20 hours worked, and all applicable rates of pay.

21 92. At all relevant times, Defendants have knowingly and intentionally provided
22 Plaintiff and other non-party Aggrieved Employees with uniform, incomplete, and inaccurate
23 wage statements. For example, Defendants issued uniform wage statements to Plaintiff and
24 other non-party Aggrieved Employees that fail to correctly list: gross wages earned; total
25 hours worked; net wages earned; the name and address of the legal entity that is the employer;
26 and all applicable hourly rates in effect during the pay period, including rates of pay for
27 overtime wages, and the corresponding number of hours worked at each hourly rate.
28 Specifically, Defendants violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

1 93. Because Defendants did not record the time Plaintiff and other non-party
2 Aggrieved Employees spent working off the clock and deducted time from their records for
3 meal periods that were interrupted and/or missed (and therefore time for which they should
4 have been paid), Defendants did not list the correct amount of gross wages and net wages
5 earned by Plaintiff and other non-party Aggrieved Employees in compliance with sections
6 226(a)(1) and 226(a)(5). For the same reason, Defendants failed to accurately list the total
7 number of hours worked by Plaintiff and other non-party Aggrieved Employees, in violation
8 of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the
9 pay period and the corresponding accurate number of hours worked at each hourly rate, in
10 violation of section 226(a)(9).

11 94. The wage statement deficiencies also include, among other things, failing to list
12 the number of piece-rate units earned and any applicable piece rate if the employee is paid on
13 a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period
14 for which aggrieved employees were paid; failing to list the name of the employee and only
15 the last four digits of his or her social security number or an employee identification number
16 other than a social security number; failing to list the name and address of the legal entity that
17 is the employer; and/or failing to state all hours worked as a result of not recording or stating
18 hours worked off-the-clock.

19 95. California Labor Code section 1174(d) provides that “[e]very person employing
20 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees
21 employed and the ages of all minors” and “[k]eep, at a central location in the state or at the
22 plants or establishments at which employees are employed, payroll records showing the hours
23 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
24 applicable piece rate paid to, employees employed at the respective plants or
25 establishments” At all relevant times, and in violation of Labor Code section 1174(d),
26 Defendants willfully failed to maintain accurate payroll records for Plaintiff and other non-
27 party Aggrieved Employees showing the daily hours they worked and the wages paid thereto
28 as a result of failing to record the off-the-clock hours that they worked.

1 96. California Labor Code section 1198 provides that the maximum hours of work
2 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as
3 set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he
4 employment of any employees for longer hours than those fixed by the order or under
5 conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC
6 Wage Order, employers are required to keep accurate time records showing when the
7 employee begins and ends each work period and meal period. During the relevant time
8 period, Defendants engaged in company-wide practices and/or policies of failing to record
9 actual hours worked, and thereby failed to keep accurate records of work period and meal
10 period start and end times for Plaintiff and other non-party Aggrieved Employees, in violation
11 of section 1198.

12 97. Defendants’ conduct violates California Labor Code sections 226(a), 1174(d),
13 and 1198. Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover
14 civil penalties pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (k).

15 **FAILURE TO PAY WAGES UPON TERMINATION**

16 **VIOLATION OF LABOR CODE SECTIONS 201 AND 202**

17 98. At all times relevant herein set forth, Labor Code sections 201 and 202 provide
18 that if an employer discharges an employee, the wages earned and unpaid at the time of
19 discharge are due and payable immediately, and that if an employee voluntarily leaves his or
20 her employment, his or her wages shall become due and payable not later than seventy-two
21 (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of
22 his or her intention to quit, in which case the employee is entitled to his or her wages at the
23 time of quitting.

24 99. Defendants willfully failed to pay Plaintiff and other non-party Aggrieved
25 Employees who are no longer employed by Defendants the earned and unpaid wages set forth
26 above, including but not limited to, overtime wages, minimum wages, and/or meal and rest
27 period premiums, either at the time of discharge, or within seventy-two (72) hours of their
28 leaving Defendants’ employ.

100. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees who are no longer employed by Defendants their wages earned and unpaid at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ, violates Labor Code sections 201 and 202. Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 256 and/or 2699(a), (f), and (k).

FAILURE TO PAY WAGES DURING EMPLOYMENT
VIOLATION OF LABOR CODE SECTION 204

101. At all times relevant herein set forth, Labor Code section 204 provides that all wages earned by any person in any employment between the first (1st) and the fifteenth (15th) days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the sixteenth (16th) and the twenty-sixth (26th) day of the month during which the labor was performed.

102. At all times relevant herein, Labor Code section 204 provides that all wages earned by any person in any employment between the sixteenth (16th) and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the first (1st) and the tenth (10th) day of the following month.

103. At all times relevant herein, Labor Code section 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, at all times relevant herein, Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

104. During the relevant time period, Defendants willfully failed to pay Plaintiff and other non-party Aggrieved Employees all wages due including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within the time periods specified by California Labor Code section 204.

105. Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 210 and/or 2699(a), (f), and (k).

FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES

VIOLATION OF LABOR CODE SECTION 2802

106. At all times herein set forth, California Labor Code section 2802 provides that an employer must reimburse employees for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order No. 1-2001, provides that: “[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft.”

107. First, during the relevant time period, Defendants, on a company-wide basis, required that Plaintiff and other non-party Aggrieved Employees use their own personal mobile devices, including, but not limited to, cellular phones, and/or mobile data to carry out their job duties, but failed to reimburse them for all of the costs of their work-related mobile device expenses. For example, Plaintiff and other non-party Aggrieved Employees were required to use their personal mobile devices for work-related tasks, including responding to calls or messages from management regarding assignments and requests to complete certain tasks. As a further example, Plaintiff was required to download onto his personal cellular phone a mobile application, “Lucid Motors,” to unlock and start vehicles and to assist customers when troubleshooting their issues with the mobile application. Finally, Plaintiff downloaded the Microsoft Teams mobile application onto his personal cellular phone and utilized it to communicate with management regarding work-related issues. Although Defendants required Plaintiff and other non-party Aggrieved Employees to utilize their

1 personal mobile devices and/or mobile data to carry out their work-related responsibilities,
2 Defendants failed to fully reimburse them for these costs.

3 108. Second, during the relevant time period, Defendants, on a company-wide basis,
4 required that Plaintiff and other non-party Aggrieved Employees use their own personal
5 vehicles to travel to Defendants' other locations. For example, throughout his employment,
6 Plaintiff was occasionally required to drive his personal vehicle to travel to Sunnyvale,
7 California, to assist Defendants' service department there, which was approximately 54 miles
8 roundtrip. Although Defendants required Plaintiff and other non-party Aggrieved Employees
9 to utilize their personal vehicles to carry out their work-related responsibilities, Defendants
10 failed to fully reimburse them for their mileage or travel expenses.

11 109. Third, during the relevant time period, Defendants required Plaintiff and other
12 non-party Aggrieved Employees to purchase supplies and equipment necessary for the
13 performance of their duties, but failed to reimburse them for their out-of-pocket costs. For
14 example, Plaintiff was required to purchase a pair of steel-toed boots for approximately \$100
15 in order to carry out his duties in the workplace. Although Defendants required Plaintiff and
16 other non-party Aggrieved Employees to purchase supplies and equipment to carry out their
17 work-related responsibilities, Defendants failed to reimburse them for their out-of-pocket
18 costs to purchase necessary supplies and equipment.

19 110. Defendants could have provided Plaintiff and other non-party Aggrieved
20 Employees with company mobile devices, company vehicles, and supplies and equipment; or
21 Defendants could have reimbursed employees for the costs of their mobile device usage,
22 mileage, travel expenses, and supplies and equipment expenses. Instead, Defendants passed
23 these operating costs onto Plaintiff and other non-party Aggrieved Employees.

24 111. Defendants' company-wide policy and/or practice of not reimbursing
25 employees for expenses necessarily incurred and passing on their operating costs to Plaintiff
26 and other non-party Aggrieved Employees violates California Labor Code section 2802.

27 112. Plaintiff and other non-party Aggrieved Employees are therefore entitled to
28 recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (k).

1 **REQUEST FOR JURY TRIAL**

2 Plaintiff requests a trial by jury.

3 **PRAYER FOR RELIEF**

4 Plaintiff, on behalf of all other non-party Aggrieved Employees, prays for relief and
5 judgment against Defendants, jointly and severally, as follows:

6 1. For civil penalties, injunctive relief, and attorneys' fees in excess of twenty-five
7 thousand dollars (\$25,000). Plaintiff reserves the right to amend his prayer for relief to seek a
8 different amount.

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

10 2. That the Court declare, adjudge, and decree that Defendants violated the
11 following California Labor Code provisions as to Plaintiff and other non-party Aggrieved
12 Employees: 510 and 1198 (by failing to pay all overtime compensation); 1182.12, 1194, 1197,
13 and 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516,
14 and 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize
15 and permit all rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage
16 statements and maintain accurate payroll records); 201 and 202 (by failing to timely pay all
17 earned wages upon termination); 204 (by failing to timely pay all earned wages during
18 employment); and 2802 (by failing to reimburse business expenses);

19 3. For civil penalties pursuant to the California Labor Code, including sections
20 210, 226.3, 256, 558, 1174.5, 2699(a), (f), and (k), for violations of California Labor Code
21 sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1198,
22 and 2802;

23 4. For injunctive relief pursuant to California Labor Code sections 1194.5 and/or
24 2699(k) to bring Defendants into compliance with the requirements of California Labor Code
25 sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1198,
26 and 2802;

27 5. For attorneys' fees and for costs pursuant to California Labor Code section
28 2699(k)(1), and any and all other relevant statutes, for Defendants' violations of California

1 Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194,
2 1197, 1198, and 2802;

3 6. For pre-judgment interest and post-judgment interest as provided by law; and

4 7. For such other and further relief as the Court may deem equitable and
5 appropriate.

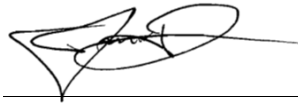
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7 Dated: May 9, 2025

Respectfully submitted,

Capstone Law APC

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By: 

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Robert Drexler

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Jonathan Lee

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Robert Myong

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Attorneys for Plaintiff Mario Marin

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EXHIBIT “1”

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February 28, 2025

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.govfa.net/308>)

Subject: *Mario Marin v. Lucid Group USA, Inc., et al.*

Dear PAGA Administrator:

This office represents Mario Marin in connection with his claims under the California Labor Code. Mr. Marin was an employee of LUCID GROUP USA, INC.; LUCID GROUP, INC.; LUCID GROUP TECHNOLOGIES, LLC; and/or LUCID USA, INC. For the purpose of this letter, Mr. Marin collectively refers to these entities as “LUCID.”

The employers may be contacted directly at the addresses below:

LUCID GROUP USA, INC.
7373 GATEWAY BLVD.
NEWARK, CA 94560

LUCID GROUP, INC.
7373 GATEWAY BLVD.
NEWARK, CA 94560

LUCID GROUP TECHNOLOGIES, LLC
7373 GATEWAY BLVD.
NEWARK, CA 94560-1149

LUCID USA, INC.
7373 GATEWAY BLVD.
NEWARK, CA 94560

Mr. Marin intends to seek civil penalties, attorneys’ fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 (“PAGA”). Mr. Marin seeks relief on behalf of himself, the State of California, and other persons who are or were employed by LUCID as a non-exempt, hourly paid employee in California and who received at least one wage statement (“aggrieved employees”). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

LUCID employed Mr. Marin as an hourly paid, non-exempt employee from approximately August to November 2024. Mr. Marin worked for LUCID as an Associate Service Technician out of its facility in Millbrae, California. During his employment, Mr. Marin typically worked eight (8) hours or more per day and five (5) days per week. At the time Mr. Marin’s employment with LUCID ended, he

earned approximately \$35.00 per hour. Mr. Marin's primary job duties included, without limitation, processing new vehicles coming off production line, conducting pre-delivery inspections, and preparing vehicles for delivery to customers.

LUCID has committed each of the following Labor Code violations against Mr. Marin, the facts and theories of which follow, making him an "aggrieved employee" pursuant to California Labor Code section 2699(c)(1):¹

LUCID's Company-Wide and Uniform Payroll and HR Practices

LUCID GROUP USA, INC.; LUCID GROUP, INC.; and LUCID USA, INC. are Delaware corporations. LUCID GROUP TECHNOLOGIES, LLC is a Delaware limited liability company. Together, they design, manufacture, and sell electric vehicles. Upon information and belief, LUCID maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Newark, California, for all non-exempt, hourly paid employees working for LUCID in California, including Mr. Marin and other aggrieved employees. At all relevant times, LUCID issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Mr. Marin and other aggrieved employees, regardless of their location or position.

Upon information and belief, LUCID maintains a centralized Payroll department at its corporate headquarters in Newark, California, which processes payroll for all non-exempt, hourly paid employees working for LUCID in California, including Mr. Marin and other aggrieved employees. Further, LUCID issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees in California, including Mr. Marin and other aggrieved employees, irrespective of their location, position, or manner in which each employee's employment ended. In other words, LUCID utilized the same methods and formulas when calculating wages due to Mr. Marin and other aggrieved employees in California.

Violation of California Labor Code §§ 510 and 1198 – Unpaid Overtime

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission ("IWC") Wage Order require employers to pay employees working more than eight (8) hours in day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage Order further provides that employers are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee's regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

¹ These facts, theories, and claims are based on Mr. Marin's experience and counsel's review of those records currently available relating to Mr. Marin's employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law's requirements, the employer misinformed its employee of the law's requirements, or because the employer effectively hid the violations). Thus, Mr. Marin reserves the right to supplement this letter with additional facts, theories, and claims if he becomes aware of them subsequent to the submission of this letter.

LUCID willfully failed to pay all overtime wages owed to Mr. Marin and other aggrieved employees. During the relevant time period, Mr. Marin and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

First, during the relevant time period, LUCID had, and continues to have, a company-wide policy and/or practice of discouraging and impeding Mr. Marin and other aggrieved employees from recording hours worked that were outside of their scheduled shifts in order to limit the amount of overtime employees could accrue. This policy of limiting overtime led Mr. Marin and other aggrieved employees to work off-the-clock outside of their scheduled shift times. For example, before clocking in for or after clocking out from his shifts, LUCID's management required Mr. Marin to complete various tasks, such as moving vehicles around and creating keys for customers, which would take up to 30 minutes. However, Mr. Marin was not permitted to remain clocked in and record this time spent working before and after his scheduled shift times.

Additionally, on information and belief, LUCID's timekeeping system frequently had issues wherein it would freeze and become inoperable when Mr. Marin and other aggrieved employees attempted to clock in, which, in turn, required LUCID's managers to manually enter clock-in times for Mr. Marin and other aggrieved employees. But, upon information and belief, LUCID's management did not correctly account for the time the timekeeping system was not working, in order to avoid payment of additional wages. As a result, Mr. Marin and other aggrieved employees were not paid for all of their hours actually worked because LUCID's management did not accurately record all hours worked.

Second, Mr. Marin and other aggrieved employees were required to complete online training sessions, attend orientation or training sessions, and travel to and from orientation and other training sessions, but were not compensated for this time worked. For example, Mr. Marin spent time completing online training modules while off the clock, including CPR training, safety, and other work-related subjects. As another example, Mr. Marin spent approximately two (2) hours traveling to and from LUCID's headquarters in Newark, California, from his home in San Francisco, California, in order to attend an orientation from 8:00 a.m. to 3:00 p.m., but, on information and belief, was not paid for any of this time spent traveling or attending the orientation. Finally, Mr. Marin traveled from San Francisco, California, to Los Angeles, California, for required training and was not paid for his travel time to and from each of the airports and flight time, which altogether took approximately four (4) hours.

Third, during the relevant time period, LUCID had, and continues to have, a company-wide policy and/or practice of failing to staff and employ sufficiently trained workers, such that there were too few employees on duty capable of handling the workload and attending to customers who were waiting for their vehicles to be delivered. Because LUCID did not employ sufficiently trained employees to meet customer demand, there was no one available to relieve employees like Mr. Marin who needed meal period coverage. On information and belief, LUCID also imposed various quotas, deadlines, and/or productivity metrics on Mr. Marin and other aggrieved employees, resulting in a heavy workload. LUCID's policies and/or practices resulted in a failure to provide Mr. Marin and other aggrieved employees with adequate meal period coverage, and thus, Mr. Marin and other aggrieved employees were not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period.

LUCID also had a practice of failing to schedule meal periods, which further caused Mr. Marin and other aggrieved employees to not be relieved of their duties for compliant meal periods. For example, Mr. Marin had to regularly forgo his meal periods and would clock out (*see infra*) and continue to work through them to keep up with the heavy workload, meeting various deadlines or quotas imposed by LUCID's managers, or would often cut his meal periods short to complete his assigned duties. Thus, Mr. Marin and other aggrieved employees worked through meal periods and/or had meal periods cut short or interrupted in order to handle their workloads. LUCID did not compensate Mr. Marin and other aggrieved employees for the time they spent working off the clock during unpaid meal periods.

Further, because LUCID frowned upon employees accruing meal period premiums, LUCID's management pressured employees, upon threat of discipline, to clock out for meal periods even when they had not received compliant meal periods. Further, LUCID's company-wide timekeeping system prevented Mr. Marin and other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted, because the system locked out Mr. Marin and other aggrieved employees once they clocked out for a meal period, and would not permit them to clock back in from a meal period before 30 minutes had elapsed. Thus, LUCID did not record all hours worked during meal periods, and Mr. Marin and other aggrieved employees performed work during meal periods for which they were not paid.

LUCID knew or should have known that as a result of these company-wide practices and/or policies, Mr. Marin and other aggrieved employees were performing their assigned duties off-the-clock outside of their shifts and during meal periods, and were suffered or permitted to perform work for which they were not paid. Because Mr. Marin and other aggrieved employees worked shifts of eight (8) hours or more a day, or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Mr. Marin and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

LUCID's failure to pay Mr. Marin and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Mr. Marin and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring LUCID into compliance with the applicable IWC Wage Order and Labor Code sections 510 and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 – Unpaid Minimum Wages

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 1-2001 as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." Cal. Code Regs. tit. 8, § 11010(2)(G) (defining "Hours Worked").

As set forth above, upon information and belief, as a result of LUCID's policy of limiting the amount of overtime employees could accrue, LUCID required Mr. Marin and other aggrieved employees to perform work off-the-clock outside of their scheduled shift times, such as moving vehicles, creating keys, completing online training, attending and traveling to/from orientation, and traveling to training

sessions. As also stated, on information and belief, due to LUCID's often-faulty timekeeping system that prevented employees from clocking in, Mr. Marin and other aggrieved employees were prevented from recording the entire time worked before their scheduled shifts, and thus were not compensated for this time.

Moreover, as also stated, due to LUCID's policies and/or practices of understaffing, assigning heavy workloads, including implementing productivity metrics, and failing to schedule meal periods, Mr. Marin and other aggrieved employees were impeded from taking all uninterrupted meal periods to which they were entitled and were required to work off-the-clock during meal periods, have their meal periods interrupted, and/or were otherwise not relieved of all duties during unpaid meal periods. Further, as also stated, in order to prevent employees from accruing meal period premiums, LUCID's management pressured employees to clock out for meal periods, upon threat of discipline, even when meal periods were missed, short, and/or interrupted. Additionally, as stated, LUCID's company-wide timekeeping system prevented Mr. Marin and other aggrieved employees from entering time worked during meal periods because the system locked out Mr. Marin and other aggrieved employees for a full 30 minutes. Thus, LUCID systematically failed to pay Mr. Marin and other aggrieved employees for actual hours worked during unpaid meal periods because these hours were not always correctly recorded.

LUCID did not pay at least minimum wages for all hours worked by Mr. Marin and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, LUCID did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Accordingly, LUCID regularly failed to pay at least minimum wages to Mr. Marin and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Mr. Marin and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring LUCID into compliance with the applicable IWC Wage Order and Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 – Failure to Provide Meal Periods

California Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order require employers to provide meal periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012). Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

As stated, LUCID had, and continues to have, a company-wide policy and/or practice of understaffing while assigning heavy workloads, including imposing productivity quotas or metrics, which has resulted in a lack of meal period coverage and prevented Mr. Marin and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. Further, as stated, LUCID had a company-wide practice and/or policy of failing to schedule meal periods, which further caused Mr. Marin and other aggrieved employees to not be relieved of their duties for compliant meal periods.

As a result, Mr. Marin and other aggrieved employees had to work through all or part of their meal periods, had their meal periods interrupted, and/or had to wait extended periods of time before taking meal periods. For example, as stated, Mr. Marin regularly missed his meal periods or cut them short to finish his assigned tasks and keep up with the heavy workload.

Also, as stated, because LUCID frowned upon employees accruing meal period premiums, LUCID's management pressured employees to clock out for meal periods, upon threat of discipline, regardless of whether they had received a compliant meal period or not, in order to strictly limit the meal period premiums that would need to be paid by LUCID. Moreover, as also stated, LUCID's company-wide timekeeping system prevented Mr. Marin and other aggrieved employees from recording when their meal periods were shortened or interrupted, because the system locked out Mr. Marin and other aggrieved employees once they clocked out for a meal period, and would not permit them to clock back in from a meal period before 30 minutes had elapsed. Mr. Marin and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

At all times herein mentioned, LUCID knew or should have known that, as a result of these policies, Mr. Marin and other aggrieved employees were prevented from being relieved of all duties and required to perform some of their assigned duties during meal periods. LUCID further knew or should have known that LUCID did not pay Mr. Marin and other aggrieved employees meal period premiums when meal periods were missed, shortened, interrupted, and/or late.

Moreover, LUCID engaged in a company-wide practice and/or policy of not paying all meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Mr. Marin and other aggrieved employees have not received premium pay for all missed, late, and interrupted meal periods.

Accordingly, LUCID failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Mr. Marin and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring LUCID into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 512(a), 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226.7, 516, and 1198 – Failure to Authorize and Permit Rest Periods

California Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order

provides that “[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period” and that the “rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof” unless the total daily work time is less than three and one-half (3 ½) hours.

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must “relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest.” *Augustus, et al. v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 273 (2016).

During the relevant time period, LUCID regularly failed to authorize and permit Mr. Marin and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, LUCID’s company-wide practices, including understaffing and assigning heavy workloads, prevented Mr. Marin and other aggrieved employees from being relieved of all duty to take rest periods. Additionally, LUCID failed to schedule rest periods, which, coupled with LUCID’s failure to provide adequate rest period coverage, further led to Mr. Marin and other aggrieved employees not being authorized and permitted to take rest periods. In addition, LUCID had a company-wide practice and/or policy of requiring that Mr. Marin and other aggrieved employees carry and respond to their personal mobile devices at all times, including during rest periods.

Furthermore, upon information and belief, during the relevant time period, LUCID maintained a company-wide on-premises rest period policy, which effectively required that Mr. Marin and other aggrieved employees remain on the premises during their rest periods. Because Mr. Marin and other aggrieved employees restricted from leaving the premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as running personal errands. Thus, LUCID effectively maintained control over Mr. Marin and other aggrieved employees during rest periods.

As a result of LUCID’s practices and policies, Mr. Marin and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted rest periods to which they were entitled. For example, Mr. Marin’s rest periods were frequently interrupted or cut short by LUCID’s managers asking him, either in-person or over the Teams application on his cellular phone, to discuss the status of completing assignments or new assignments.

LUCID has also engaged in a company-wide practice and/or policy of not paying rest period premiums owed when compliant rest periods are not authorized and permitted. Because of this practice and/or policy, Mr. Marin and other aggrieved employees have not received premium pay for all missed rest periods.

Accordingly, LUCID failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Mr. Marin and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring LUCID into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wage statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

At all relevant times, LUCID has knowingly and intentionally provided Mr. Marin and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, LUCID issued uniform wage statements to Mr. Marin and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages, and the corresponding number of hours worked at each hourly rate. Specifically, LUCID violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

Because LUCID did not record the time Mr. Marin and other aggrieved employees spent working off-the-clock and deducted time from their records for meal periods that were interrupted and/or missed (and therefore time for which they should have been paid), LUCID did not list the correct amount of gross wages and net wages earned by Mr. Marin and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, LUCID failed to accurately list the total number of hours worked by Mr. Marin and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

The wage statement deficiencies also include, among other things, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for which employees were paid; failing to list the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; failing to list the name and address of the legal entity that is the employer; and/or failing to state all hours worked as a result of not recording or stating hours worked off-the-clock.

California Labor Code section 1174(d) provides that “[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors” and “[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments” Labor Code section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). At all relevant times, and in violation of Labor Code section 1174(d), LUCID willfully failed to maintain accurate payroll records for Mr. Marin and other aggrieved

employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, LUCID engaged in company-wide practices and/or policies of failing to record actual hours worked, and thereby failed to keep accurate records of work period and meal period start and end times for Mr. Marin and other aggrieved employees, in violation of section 1198.

Mr. Marin and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring LUCID into compliance with the applicable IWC Wage Order and Labor Code sections 226(a), 1174(d), and 1198, pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (k).

Violation of California Labor Code § 204 – Failure to Timely Pay Wages During Employment

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the relevant time period, LUCID failed to pay Mr. Marin and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within any time period specified by California Labor Code section 204.

Mr. Marin and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring LUCID into compliance with Labor Code section 204, pursuant to Labor Code sections 210 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 201 and 202 – Failure to Timely Pay Final Wages Upon Termination

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy two (72)

hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

LUCID willfully failed to pay Mr. Marin and other aggrieved employees who are no longer employed by LUCID the earned and unpaid wages set forth above, including but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, either at the time of discharge, or within seventy-two (72) hours of their leaving LUCID's employ.

Mr. Marin and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring LUCID into compliance with Labor Code sections 201 and 202, pursuant to Labor Code sections 256 and/or 2699(a), (f), and (k).

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order No. 1-2001, provides that: "[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft."

First, during the relevant time period, LUCID, on a company-wide basis, required that Mr. Marin and other aggrieved employees use their own personal mobile devices, including, but not limited to, cellular phones, and/or mobile data to carry out their job duties, but failed to reimburse them for all of the costs of their work-related mobile device expenses. For example, Mr. Marin and other aggrieved employees were required to use their personal mobile devices for work-related tasks, including responding to calls or messages from management regarding assignments and requests to complete certain tasks. As a further example, Mr. Marin was required to download onto his personal cellular phone a mobile application, "Lucid Motors," to unlock and start vehicles and to assist customers when troubleshooting their issues with the mobile application. Finally, Mr. Marin downloaded the Teams mobile application onto his personal cellular phone and utilized it to communicate with management regarding work-related issues. Although LUCID required Mr. Marin and other aggrieved employees to utilize their personal mobile devices and/or mobile data to carry out their work-related responsibilities, LUCID failed to fully reimburse them for these costs.

Second, during the relevant time period, LUCID, on a company-wide basis, required that Mr. Marin and other aggrieved employees use their own personal vehicles to travel to LUCID's other locations. For example, throughout his employment, Mr. Marin was occasionally required to drive his personal vehicle to travel to Sunnyvale, California, to assist LUCID's service department there, which was approximately 54 miles roundtrip. Although LUCID required Mr. Marin and other aggrieved employees to utilize their personal vehicles to carry out their work-related responsibilities, LUCID failed to fully reimburse them for their mileage or travel expenses.

Third, during the relevant time period, LUCID required Mr. Marin and other aggrieved employees to purchase supplies and equipment necessary for the performance of their duties, but failed to reimburse them for their out-of-pocket costs. For example, Mr. Marin was required to purchase a

pair of steel-toed boots for approximately \$100 in order to carry out his duties in the workplace. Although LUCID required Mr. Marin and other aggrieved employees to purchase supplies and equipment to carry out their work-related responsibilities, LUCID failed to reimburse them for their out-of-pocket costs to purchase necessary supplies and equipment.

LUCID could have provided Mr. Marin and other aggrieved employees with the actual equipment for use on the job, such as company mobile devices, company vehicles, and supplies and equipment; or, LUCID could have reimbursed employees for the costs of their mobile device usage, mileage, travel expenses, and supplies and equipment expenses. Instead, LUCID passed these operating costs onto Mr. Marin and other aggrieved employees.

Thus, LUCID had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California Labor Code section 2802. Mr. Marin and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring LUCID into compliance with the applicable IWC Wage Order and Labor Code section 2802, pursuant to Labor Code sections 2699(a), (f), and (k).

California Labor Code § 558(a)

California Labor Code section 558(a) provides “[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid” Labor Code section 558(c) provides that “[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.” LUCID, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Mr. Marin’s and other aggrieved employees’ rights by violating various sections of the California Labor Code.

Accordingly, Mr. Marin seeks the remedies set forth in Labor Code section 558 for himself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 1194.5, 2699(a), 2699(k), 2699.3(a), 2699.3(c), 2699.5, and 558, Mr. Marin acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for himself, all other aggrieved employees, and the State of California against LUCID for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

Therefore, on behalf of all aggrieved employees, Mr. Marin seeks all applicable civil penalties related to these violations of the California Labor Code pursuant to PAGA.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Arianna Eguiluz
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 712-8142

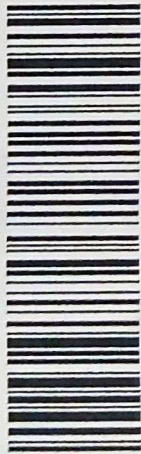
Best Regards,

A handwritten signature in black ink, appearing to read "Arianna Eguiluz". The signature is fluid and cursive, with the first name "Arianna" written in a larger, more prominent script than the last name "Eguiluz".

Arianna Eguiluz

Copy: LUCID GROUP USA, INC. (via U.S. Certified Mail); LUCID GROUP, INC. (via U.S. Certified Mail); LUCID GROUP TECHNOLOGIES, LLC (via U.S. Certified Mail); LUCID USA, INC. (via U.S. Certified Mail)

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



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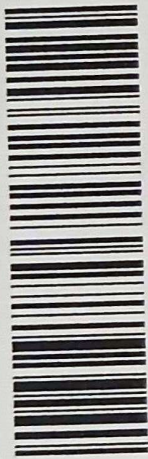
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- B. Received by (Printed Name) ☐ Addressee ☐
- C. Date of Delivery

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MARIN v.
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TECHNOLOGIES, LLC
7373 GATEWAY BLVD.
NEWARK, CA 94560-1149

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LUCID GROUP
TECHNOLOGIES, LLC
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NEWARK, CA 94560-1149

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LUCID GROUP
TECHNOLOGIES, LLC
7373 GATEWAY BLVD.
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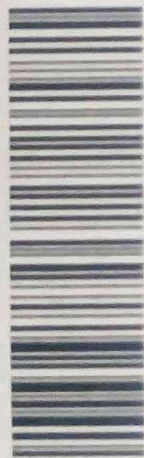
- A. Signature ☒ Agent
☒ Addressee
- B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
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 - ☐ Collect on Delivery
 - ☐ Collect on Delivery Restricted Delivery
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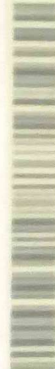
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2. Article Number (Transfer from service label)

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☒ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

Service Type
☐ Adult Signature
☒ Adult Signature Restricted Delivery
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☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
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☐ Registered Mail[®]
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation[™]
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A. Signature

X *Matt Hodge*☐ Agent☐ Addressee

B. Received by (Printed Name)

Matt Hodge

C. Date of Delivery

*3/4/25*D. Is delivery address different from item 1? ☐ YesIf YES, enter delivery address below: ☐ No

3. Service Type

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LUCID GROUP
TECHNOLOGIES, LLC
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A. Signature

X *Lidia Lopez*☐ Agent☐ Addressee

B. Received by (Printed Name)

Lidia Lopez

C. Date of Delivery

D. Is delivery address different from item 1? ☐ YesIf YES, enter delivery address below: ☐ No

3. Service Type

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A. Signature

X *Lidia Lopez*☐ Agent☐ Addressee

B. Received by (Printed Name)

Lidia Lopez

C. Date of Delivery

D. Is delivery address different from item 1? ☐ YesIf YES, enter delivery address below: ☐ No

3. Service Type

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A. Signature

X *Lidia Lopez*☐ Agent☐ Addressee

B. Received by (Printed Name)

Lidia Lopez

C. Date of Delivery

D. Is delivery address different from item 1? ☐ YesIf YES, enter delivery address below: ☐ No

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PROOF OF SERVICE

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1000 Los Angeles, California 90067.

On **May 9, 2025**, I served the document described as **FIRST AMENDED COMPLAINT – PAGA ENFORCEMENT ACTION** on the interested parties in this action by sending ☐ the original [or] ☒ a true copy thereof ☒ to interested parties as follows [or] ☐ as stated on the attached service list:

CSC - LAWYERS INCORPORATING
SERVICE
2710 Gateway Oaks Drive
Sacramento CA 95833

Agents for Defendants
LUCID GROUP USA, INC., LUCID
GROUP, INC. LUCID GROUP
TECHNOLOGIES, LLC, LUCID USA, INC.,

☒ **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am “readily familiar” with this firm’s practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.

☐ **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

☐ **BY ELECTRONIC SERVICE:** I caused the document(s) to be transmitted electronically via OneLegal eService to the individuals listed above, as they exist on that database. This will constitute service of the document(s).

☐ **BY OVERNIGHT DELIVERY:** I am “readily familiar” with this firm’s practice of collection and processing correspondence for overnight delivery. Under that practice, overnight packages are enclosed in a sealed envelope with a packing slip attached thereto fully prepaid. The packages are picked up by the carrier at our offices or delivered by our office to a designated collection site.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **May 9, 2025**, at Los Angeles, California.

Sophia Flores
Type/Print Name


Signature