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

CHANTEL LOPEZ, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

CONANT AUTOMOTIVE RESOURCES,
LLC., a California corporation; and DOES 1
through 10, inclusive,

Defendant.

Case No.: 25STCV05261

**CLASS & PAGA REPRESENTATIVE
ACTION**

**FIRST AMENDED COMPLAINT
DEMAND FOR JURY TRIAL**

Judge: Hon. Elaine Lu
Dept.: 9

Complaint Filed: February 25, 2025
Trial Date: None Set

Plaintiff Chantel Lopez (“Plaintiff”), individually and on behalf of all others similarly situated, and on behalf of the State of California and other aggrieved persons, on information and belief, alleges as follows:

I. INTRODUCTION & PRELIMINARY STATEMENT

1. Plaintiff brings this action against Defendants Conant Automotive Resources, LLC (“CAR”), and DOES 1 through 10 (collectively, “Defendants”) for California Labor Code violations and unfair business practices stemming from Defendants’ failure to pay for all hours worked (minimum, straight time, and overtime wages), failure to provide meal periods, failure to authorize and permit rest periods, failure to timely pay final wages, failure to furnish accurate wage statements, and failure to indemnify employees for expenditures.

2. Plaintiff brings the First through Eighth Causes of Action individually and as a class action on behalf of Plaintiff and certain current and former employees of Defendants (collectively, the “Class” or “Class Members,” and defined more fully below). The Class consists of Plaintiff and all other persons who have been employed by any Defendant in California as an hourly-paid or non-exempt employee during the statute of limitations period applicable to the claims pleaded here.

3. Plaintiff brings the Ninth Cause of Action individually and on behalf of all persons who worked for Defendants in California as an hourly paid or non-exempt employee during the statute of limitations period applicable to the claims pleaded herein (hereinafter, the “Aggrieved Employees”).

4. Defendants own and operate an industry, business, and establishment within the State of California, including Los Angeles County. As such and based upon all the facts and circumstances incident to Defendants’ business in California, Defendants are subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission (IWC), and the California Business and Professions Code.

5. Despite these requirements, throughout the statutory period, Defendants have, at times:

1 (a) Failed to pay employees for all hours worked, including all minimum,
2 straight time, and overtime wages in compliance with the California Labor Code and IWC Wage
3 Orders;

4 (b) Failed to provide employees with timely and duty-free meal periods in
5 compliance with the California Labor Code and IWC Wage Orders, failed to maintain accurate
6 records of all meal periods taken or missed, and failed to pay an additional hour's pay for each
7 workday a meal period violation occurred;

8 (c) Failed to authorize and permit employees to take timely and duty-free rest
9 periods in compliance with the California Labor Code and IWC Wage Orders, and failed to pay an
10 additional hour's pay for each workday a rest period violation occurred;

11 (d) Willfully failed to pay employees all minimum wage, straight time wages,
12 overtime wages, meal period premium wages, and rest period premium wages due within the time
13 period specified by California law when employment terminates;

14 (e) Failed to provide employees with accurate, itemized wage statements
15 containing all the information required by the California Labor Code and IWC Wage Orders; and

16 (f) Failed to indemnify employees for expenditures incurred in direct discharge
17 of duties of employment.

18 6. On information and belief, Defendants were on actual and constructive notice of the
19 improprieties alleged herein and intentionally refused to rectify their unlawful conduct.
20 Defendants' violations, as alleged above, during all relevant times herein were willful and
21 deliberate.

22 7. At all relevant times, Defendants were and are legally responsible for all the
23 unlawful conduct, policies, acts and omissions as described in each and all of the foregoing
24 paragraphs as the employers of Plaintiff and the Class. Further, Defendants are responsible for
25 each of the unlawful acts or omissions complained of herein under the doctrine of respondeat
26 superior.

1 **II. THE PARTIES**

2 **A. Plaintiff**

3 8. Plaintiff is a resident of Norwalk, California who worked for Defendants in Los
4 Angeles County, California at the Norm Reeves Honda Superstore Cerritos operated by Defendants
5 as an hourly-paid, non-exempt employee from approximately October 11, 2022 to
6 January 22, 2025.

7 9. Plaintiff reserves the right to seek leave to amend this complaint to add new
8 Plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v.*
9 *American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

10 **B. Defendants**

11 10. Plaintiff is informed and believes, and based upon that information and belief
12 alleges, that CAR is, and at all times herein mentioned, was:

13 (a) A business entity conducting business in numerous counties throughout the
14 State of California, including Los Angeles County; and,

15 (b) The former employer of Plaintiff, and the current and/or former employer of
16 the putative Class because CAR suffered and permitted Plaintiff and the Class to work; and/or
17 exercised control over their wages, hours, or working conditions; and/or engaged Plaintiff and the
18 Class, thereby creating a common law employment relationship.

19 11. Plaintiff does not know the true names or capacities of the persons or entities sued
20 herein as DOES 1 through 10, inclusive, and therefore sues said Defendants by such fictitious
21 names. Each of the Doe Defendants was in some manner legally responsible for the damages
22 suffered by Plaintiff and the Class as alleged herein. Plaintiff will amend this complaint to set forth
23 the true names and capacities of these Defendants when they have been ascertained, together with
24 appropriate charging allegations, as may be necessary.

25 12. At all times mentioned herein, the Defendants named as DOES 1 through 10,
26 inclusive, and each of them, were residents of, doing business in, availed themselves of the
27 jurisdiction of, and/or injured a significant number of the Plaintiff and the Class in the State of
28 California.

13. Plaintiff is informed and believe and thereon allege that at all relevant times each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and the other employees described in the class definitions below, and exercised control over their wages, hours, and working conditions. Plaintiff is informed and believe and thereon allege that, at all relevant times, each Defendant was the principal, agent, partner, joint venturer, joint employer, officer, director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in interest of some or all of the other Defendants, and was engaged with some or all of the other Defendants in a joint enterprise for profit, and bore such other relationships to some or all of the other Defendants so as to be liable for their conduct with respect to the matters alleged below. Plaintiff is informed and believe and thereon allege that each Defendant acted pursuant to and within the scope of the relationships alleged above, that each Defendant knew or should have known about, and authorized, ratified, adopted, approved, controlled, aided, and abetted the conduct of all other Defendants.

14. **III. JURISDICTION & VENUE**

14. This Court has subject matter jurisdiction over this action pursuant to California Code of Civil Procedure section 410.10.

15. The Court has personal jurisdiction over Defendants because Plaintiff's and Class Members' claims arise out of Defendants' business activities conducted in the State of California.

16. At all times mentioned herein, Defendants, inclusive, and each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or injured Plaintiff and the Class in the State of California.

17. Venue is appropriate in Los Angeles, California because many of the acts and omissions that give rise to the claims for relief alleged took place in Los Angeles County.

18. **IV. ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

18. Plaintiff worked for Defendants in Los Angeles County, California as an hourly-paid, non-exempt employee at the Norm Reeves Honda Superstore Cerritos from approximately October 11, 2022 to January 22, 2025. During Plaintiff's employment for Defendants, Defendants paid Plaintiff an hourly wage and classified Plaintiff as non-exempt from overtime. Defendants

1 repeatedly and frequently scheduled Plaintiff to work at least five days in a workweek and at least
2 eight hours per day, but Plaintiff also worked more than eight hours in a workday and more than
3 40 hours in a workweek.

4 19. Throughout Plaintiff's employment, Defendants, at times, failed to pay Plaintiff for
5 all hours worked (including minimum, straight time, and overtime wages), failed to provide
6 Plaintiff with legally compliant meal periods, failed to authorize and permit Plaintiff to take rest
7 periods, failed to timely pay all final wages to Plaintiff when Defendants terminated Plaintiff
8 employment, failed to furnish accurate wage statements to Plaintiff, failed to indemnify Plaintiff
9 for expenditures, and failed to produce requested employment records.

10 20. Throughout the statutory period, Defendants, at times, failed to pay Plaintiff and the
11 Class for all hours worked, including minimum, straight time, and overtime wages. Defendants
12 would, at times, manufacture time keeping records to falsely show that Plaintiff and the Class took
13 meal periods when in fact they worked "off-the-clock," uncompensated. The effect is that Plaintiff
14 and the Class worked through meal periods "off-the-clock," and continued to work after they had
15 clocked out for the workday. Defendants paid Plaintiff and the Class less than all their work time.
16 Some of this unpaid work should have been paid at the overtime rate. In failing to pay for all hours
17 worked, Defendants also failed to maintain accurate records of the hours Plaintiff and the Class
18 worked.

19 21. Throughout the statutory period, Defendants wrongfully failed to provide Plaintiff
20 and the Class with legally compliant meal periods. Defendants required Plaintiff and the Class to
21 work in excess of five consecutive hours a day without providing a 30-minute, uninterrupted, and
22 duty-free meal period for every five hours of work, or without compensating Plaintiff and the Class
23 for all missed meal periods that were not provided by the end of the fifth hour of work or tenth
24 hour of work. Instead, Defendants continued to assert control over Plaintiff and the Class by
25 requiring, pressuring, or encouraging them to perform work tasks which could not be completed
26 without working in lieu of taking mandatory meal periods, or by denying Plaintiff and the Class
27 permission to take a meal period. Defendants also failed, at times, to permit Plaintiff and the Class
28 to take a second meal period when they worked at least ten hours of work in a workday. As

described above, Defendants would manufacture time keeping records to falsely show that Plaintiff and the Class took meal periods by the fifth hour of work or took meal periods when in fact they worked “off-the-clock,” uncompensated. Accordingly, Defendants failed to provide meal periods to Plaintiff and the Class in compliance with California law.

22. Throughout the statutory period, Defendants have, at times, wrongfully failed to authorize and permit Plaintiff and the Class to take legally compliant rest periods. Defendants required Plaintiff and the Class to work in excess of four consecutive hours a day without Defendants authorizing and permitting them to take a 10-minute, uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours), or without compensating Plaintiff and the Class for rest periods that were not authorized or permitted. Instead, Defendants continued to assert control over Plaintiff and the Class by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest periods, or by denying Plaintiff and the Class permission to take a rest period. Accordingly, Defendants failed to authorize and permit Plaintiff and the Class to take rest periods in compliance with California law.

23. Throughout the statutory period, Defendants, at times, willfully failed and refused to timely pay Plaintiff and the Class all final wages due at their termination of employment. In addition, Plaintiff’s final paychecks did not include payment for all expenditures, minimum wage, straight time wages, overtime wages, meal period premium wages, and rest period premium wages owed to Plaintiff by Defendants at the conclusion of Plaintiff’s employment. On information and belief, Defendants’ failure to timely pay Plaintiff’s final wages when Plaintiff’s employment terminated was not a single, isolated incident, but was instead consistent with Defendants’ practices that applied, at times, to Plaintiff and the Class.

24. Throughout the statutory period, Defendants failed, at times, to furnish Plaintiff and the Class with accurate, itemized wage statements showing all applicable hourly rates, and all gross and net wages earned (including correct hours worked, correct wages for meal periods that were not provided in accordance with California law, and correct wages for rest periods that were not authorized and permitted to take in accordance with California law). As a result of these violations

1 of California Labor Code section 226, subdivision (a), the Plaintiff and the Class suffered injury
2 because, among other things:

3 (a) the violations led them to believe that they were not entitled to be paid
4 minimum wage, straight time wages, overtime wages, meal period premium wages, and rest period
5 premium wages, even though they were entitled;

6 (b) the violations led them to believe that they had been paid the minimum wage,
7 straight time wages, overtime wages, meal period premium wages, and rest period premium wages,
8 even though they had not been;

9 (c) the violations led them to believe they were not entitled to be paid minimum
10 wage, straight time wages, overtime wages, meal period premium wages, and rest period premium
11 wages at the correct California rate even though they were entitled;

12 (d) the violations led them to believe they had been paid minimum wage,
13 straight time wages, overtime wages, meal period premium wages, and rest period premium wages
14 at the correct California rate even though they had not been;

15 (e) the violations hindered them from determining the amounts of minimum
16 wage, straight time wages, overtime wages, meal period premium wages, and rest period premium
17 wages owed to them;

18 (f) in connection with their employment before and during this action, and in
19 connection with prosecuting this action, the violations caused them to have to perform
20 mathematical computations to determine the amounts of wages owed to them, computations they
21 would not have to make if the wage statements contained the required accurate information;

22 (g) by understating the wages truly due to them, the violations caused them to
23 lose entitlement and/or accrual of the full amount of Social Security, disability, unemployment,
24 and other governmental benefits;

25 (h) the wage statements inaccurately understated the wages, hours, and wage
26 rates to which Plaintiff and the Class were entitled, and Plaintiff and the Class were paid less than
27 the wages and wage rates to which they were entitled.
28

1 Thus, Plaintiff and the Class are owed the amounts provided for in California Labor Code
2 section 226, subdivision (e).

3 25. Throughout the statutory period, Defendants have wrongfully required Plaintiff and
4 the Class to pay expenses that they incurred in direct discharge of their duties for Defendants.
5 Plaintiff and the Class paid out-of-pocket for necessary employment-related expenses.

6 26. Plaintiff and the Class incurred substantial expenses as a direct result of performing
7 their job duties for Defendants, but Defendants failed to indemnify Plaintiff and the Class for these
8 employment-related expenses.

9 27. Plaintiff has sent written requests through Plaintiff's counsel to Defendants for
10 Plaintiff's personnel file, pay records, wage statements, timekeeping records, and other
11 employment-related documents pursuant to Labor Code sections 226 and 1198.5. Defendants have
12 failed to timely produce Plaintiff's timekeeping records.

13 **V. CLASS ACTION ALLEGATIONS**

14 28. Plaintiff brings certain claims individually, as well as on behalf of each and all other
15 persons similarly situated, and thus, seek class certification under California Code of Civil
16 Procedure section 382.

17 29. All claims alleged herein arise under California law for which Plaintiff seek relief
18 authorized by California law.

19 30. The proposed Class consists of and is defined as:

20 All persons who worked for any Defendant in California as an
21 hourly-paid or non-exempt employee at any time during the
22 period beginning four years before the filing of the initial
23 complaint in this action and ending when notice to the Class is
24 sent.

25 31. At all material times, Plaintiff was a member of the Class.

26 32. Plaintiff undertakes this concerted activity to improve the wages and working
27 conditions of all Class Members.

28 33. There is a well-defined community of interest in the litigation and the Class is
readily ascertainable:

1 (a) Numerosity: The members of the Class (and each subclass, if any) are so
2 numerous that joinder of all members would be unfeasible and impractical. The membership of the
3 entire Class is unknown to Plaintiff at this time; however, the Class is estimated to be greater than
4 40 individuals and the identity of such membership is readily ascertainable by inspection of
5 Defendants' records.

6 (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect
7 the interests of each Class Member with whom there is a shared, well-defined community of
8 interest, and Plaintiff's claims (or defenses, if any) are typical of all Class Members' claims as
9 demonstrated herein.

10 (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect
11 the interests of each Class Member with whom there is a shared, well-defined community of
12 interest and typicality of claims, as demonstrated herein. Plaintiff has no conflicts with or interests
13 antagonistic to any Class Member. Plaintiff's attorneys, the proposed class counsel, are versed in
14 the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and
15 throughout the duration of this action, will continue to incur costs and attorneys' fees that have
16 been, are, and will be necessarily expended for the prosecution of this action for the substantial
17 benefit of each class member.

18 (d) Superiority: A class action is superior to other available methods for the fair
19 and efficient adjudication of the controversy, including consideration of:

- 20 (1) The interests of the members of the Class in individually controlling
21 the prosecution or defense of separate actions;
22 (2) The extent and nature of any litigation concerning the controversy
23 already commenced by or against members of the Class;
24 (3) The desirability or undesirability of concentrating the litigation of the
25 claims in the particular forum; and,
26 (4) The difficulties likely to be encountered in the management of a class
27 action.
28

(e) Public Policy Considerations: The public policy of the State of California is to resolve the California Labor Code claims of many employees through a class action. Indeed, current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are also fearful of bringing actions because they believe their former employers might damage their future endeavors through negative references and/or other means. Class actions provide the class members who are not named in the complaint with a type of anonymity that allows for the vindication of their rights at the same time as their privacy is protected.

34. There are common questions of law and fact as to the Class (and each subclass, if any) that predominate over questions affecting only individual members, including without limitation, whether, as alleged herein, Defendants have:

(a) Failed to pay Class Members for all hours worked, including minimum, straight time, and overtime wages;

(b) Failed to provide meal periods and pay meal period premium wages to Class Members;

(c) Failed to authorize and permit rest periods and pay rest period premium wages to Class Members;

(d) Failed to provide Class Members with timely final wages;

(e) Failed to provide Class Members with accurate wage statements;

(f) Failed to indemnify Class Members for expenditures;

(g) Failed to produce requested employment records; and

(h) Violated California Business and Professions Code sections 17200, *et seq.* as a result of their illegal conduct as described above.

35. This Court should permit this action to be maintained as a class action pursuant to California Code of Civil Procedure section 382 because:

(a) The questions of law and fact common to the Class predominate over any question affecting only individual Class Members;

(b) A class action is superior to any other available method for the fair and efficient adjudication of the claims of the Class Members;

1 (c) The members of the Class are so numerous that it is impractical to bring all
2 members of the class before the Court;

3 (d) Plaintiff, and the other members of the Class, will not be able to obtain
4 effective and economic legal redress unless the action is maintained as a class action;

5 (e) There is a community of interest in obtaining appropriate legal and equitable
6 relief for the statutory violations, and in obtaining adequate compensation for the damages and
7 injuries for which Defendants are responsible in an amount sufficient to adequately compensate
8 the members of the Class for the injuries sustained;

9 (f) Without class certification, the prosecution of separate actions by individual
10 members of the Class would create a risk of:

11 (1) Inconsistent or varying adjudications with respect to individual
12 members of the Class which would establish incompatible standards
13 of conduct for Defendants; and/or,

14 (2) Adjudications with respect to the individual members which would,
15 as a practical matter, be dispositive of the interests of other members
16 not parties to the adjudications, or would substantially impair or
17 impede their ability to protect their interests, including but not
18 limited to the potential for exhausting the funds available from those
19 parties who are, or may be, responsible Defendants; and,

20 (g) Defendants have acted or refused to act on grounds generally applicable to
21 the Class, thereby making final injunctive relief appropriate with respect to the class as a whole.

22 36. Plaintiff contemplates the eventual issuance of notice to the proposed members of
23 the Class that would set forth the subject and nature of the instant action. The Defendants' own
24 business records may be utilized for assistance in the preparation and issuance of the contemplated
25 notices. To the extent that any further notices may be required, Plaintiff contemplate the use of
26 additional techniques and forms commonly used in class actions, such as published notice, e-mail
27 notice, website notice, first-class mail, or combinations thereof, or by other methods suitable to the
28 Class and deemed necessary and/or appropriate by the Court.

VI. **CAUSES OF ACTION**¹

FIRST CAUSE OF ACTION

(Failure to Pay Minimum and Straight Time Wages for All Hours Worked)

37. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 36 in this Complaint.

38. “Hours worked” is 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.

39. At all relevant times herein mentioned, Defendants, at times, knowingly failed to pay to Plaintiff and the Class compensation for all hours they worked. By their failure to pay compensation for each hour worked as alleged above, Defendants willfully violated the provisions of California Labor Code section 1194, and any additional applicable Wage Orders, which require such compensation to non-exempt employees.

40. Accordingly, Plaintiff and the Class are entitled to recover minimum and straight time wages for all non-overtime hours worked for Defendants.

41. By and through the conduct described above, Plaintiff and the Class have been deprived of their rights to be paid wages earned by virtue of their employment with Defendants.

42. By virtue of the Defendants’ unlawful failure to pay additional compensation to Plaintiff and the Class for their non-overtime hours worked without pay, Plaintiff and the Class suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff and the Class, and which will be ascertained according to proof at trial.

43. By failing to keep adequate time records required by California Labor Code section 1174, subdivision (d), Defendants have made it difficult to calculate the full extent of minimum wage compensation due Plaintiff and the Class.

¹ Unless otherwise stated, Plaintiff asserts all causes of action against all Defendants.

SECOND CAUSE OF ACTION

(Failure to Pay Overtime Wages)

47. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 46 in this Complaint.

48. California Labor Code section 510 provides that employees in California shall not be employed more than eight hours in any workday or 40 hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

49. California Labor Code sections 1194 and 1198 provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, California Labor Code section 1198 states that the employment of an employee for longer hours than those fixed by the IWC is unlawful.

50. At all times relevant hereto, Plaintiff and the Class have, at times, worked more than eight hours in a workday and/or more than 40 hours in a workweek, as employees of Defendants.

1 51. At all times relevant hereto, Defendants failed to pay Plaintiff and the Class
2 overtime compensation for the hours they have worked in excess of the maximum hours
3 permissible by law as required by California Labor Code sections 510 and 1198.

4 52. By virtue of Defendants' unlawful failure to pay additional premium rate
5 compensation to the Plaintiff and the Class for their overtime hours worked, Plaintiff and the Class
6 have suffered, and will continue to suffer, damages in amounts which are presently unknown to
7 them, but which exceed the jurisdictional minimum of this Court and which will be ascertained
8 according to proof at trial.

9 53. By failing to keep adequate time records required by Labor Code section 1174
10 subdivision (d), Defendants have made it difficult to calculate the full extent of overtime
11 compensation due to Plaintiff and the Class.

12 54. Plaintiff and the Class also request recovery of overtime compensation according to
13 proof, interest, attorneys' fees and costs pursuant to California Labor Code section 1194,
14 subdivision (a), as well as the assessment of any statutory penalties against Defendants, in a sum
15 as provided by the California Labor Code and/or other statutes.

16 55. California Labor Code section 204 requires employers to provide employees with
17 all wages due and payable twice a month. The Wage Orders also provide that every employer shall
18 pay to each employee, on the established payday for the period involved, overtime wages for all
19 overtime hours worked in the payroll period. Defendants failed to provide Plaintiff and the Class
20 with all compensation due, in violation of California Labor Code section 204.

21 **THIRD CAUSE OF ACTION**

22 **(Failure to Provide Meal Periods)**

23 56. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs
24 1 through 55 in this Complaint.

25 57. Under California law, Defendants have an affirmative obligation to relieve the
26 Plaintiff and the Class of all duty to take their first daily meal periods no later than at the end of
27 Plaintiff and the Class's fifth hour of work in a workday, and to take their second meal periods no
28 later than at the end of the tenth hour of work in the workday. California Labor Code section 512,

1 and Section 11 of the applicable Wage Orders require that an employer provide unpaid meal
2 periods of at least 30 minutes for each five-hour period worked. It is a violation of California Labor
3 Code section 226.7 for an employer to require any employee to work during any meal period
4 mandated under any Wage Order.

5 58. Despite these legal requirements, Defendants, at times, failed to provide Plaintiff
6 and the Class with both meal periods as required by California law. By their failure to permit and
7 authorize Plaintiff and the Class to take all meal periods as alleged above (or due to the fact that
8 Defendants, at times, made it impossible or impracticable to take these uninterrupted meal periods),
9 Defendants willfully violated the provisions of California Labor Code section 226.7 and the
10 applicable Wage Orders.

11 59. Under California law, Plaintiff and the Class are entitled to be paid one hour of
12 additional wages for each workday they were not provided with all required meal period(s), plus
13 interest thereon.

14 **FOURTH CAUSE OF ACTION**
15 **(Failure to Authorize and Permit Rest Periods)**

16 60. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs
17 1 through 59 in this Complaint.

18 61. Defendants are required by California law to authorize and permit breaks of ten
19 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than
20 two hours). California Labor Code section 512, the applicable Wage Orders require that the
21 employer permit and authorize all employees to take paid rest periods of ten minutes each for each
22 four-hour period worked. Thus, for example, if an employee's work time is six hours and ten
23 minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so
24 required is itself a violation of California's rest break laws. It is a violation of California Labor
25 Code section 226.7 for an employer to require any employee to work during any rest period
26 mandated under any Wage Order.

27 62. Despite these legal requirements, Defendants at times failed to authorize Plaintiff
28 and the Class to take rest breaks, regardless of whether employees worked more than four hours in

1 a workday. By their failure to permit and authorize Plaintiff and the Class to take rest periods as
2 alleged above (or due to the fact that Defendants, at times, made it impossible or impracticable to
3 take these uninterrupted rest periods), Defendants willfully violated the provisions of California
4 Labor Code section 226.7 and the applicable Wage Orders.

5 63. Under California law, Plaintiff and the Class are entitled to be paid one hour of
6 premium wages rate for each workday they were not provided with all required rest break(s), plus
7 interest thereon.

8 **FIFTH CAUSE OF ACTION**

9 **(Failure to Pay Wages of Discharged Employees – Waiting Time Penalties)**

10 64. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs
11 1 through 63 in this Complaint.

12 65. At all times herein set forth, California Labor Code sections 201 and 202 provide
13 that if an employer discharges an employee, the wages earned and unpaid at the time of discharge
14 are due and payable immediately, and that if an employee voluntarily leaves his or her employment,
15 his or her wages shall become due and payable not later than 72 hours thereafter, unless the
16 employee has given 72 hours previous notice of his or her intention to quit, in which case the
17 employee is entitled to his or her wages at the time of quitting.

18 66. Within the applicable statute of limitations, the employment of many other members
19 of the Class ended, i.e., was terminated by quitting or discharge, and the employment of others will
20 be. However, during the relevant time period, Defendants, at times, failed, and continue to fail, to
21 pay terminated Class Members, without abatement, all wages required to be paid by California
22 Labor Code sections 201 and 202 either at the time of discharge, or within 72 hours of their leaving
23 Defendants' employ. Plaintiff do not allege that all of the Class Members were so harmed.

24 67. Defendants' failure to pay Class members who are no longer employed by
25 Defendants their wages earned and unpaid at the time of discharge, or within 72 hours of their
26 leaving Defendants' employ, is in violation of California Labor Code sections 201 and 202.

27 68. California Labor Code section 203 provides that if an employer willfully fails to pay
28 wages owed, in accordance with sections 201 and 202, then the wages of the employee shall

continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than 30 days.

69. Pursuant to California Labor Code section 203, the Class is entitled to recover from Defendants their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to 30 days maximum.

70. Pursuant to California Labor Code sections 218.5, 218.6 and 1194, the Class is also entitled to an award of reasonable attorneys' fees, interest, expenses, and costs incurred in this action.

SIXTH CAUSE OF ACTION

(Failure to Provide and Maintain Accurate and Compliant Wage Records)

71. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 70 in this Complaint.

72. At all material times set forth herein, California Labor Code section 226, subdivision (a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

73. Defendants have, at times, intentionally and willfully failed to provide employees with complete and accurate wage statements. The deficiencies include, among other things, the failure to correctly identify the gross wages earned by Plaintiff and the Class, the failure to list the true "total hours worked by the employee," and the failure to list the true net wages earned. Plaintiff do not allege that all Class Members were so harmed.

74. As a result of Defendants' violation of California Labor Code section 226, subdivision (a), Plaintiff and the Class have suffered injury and damage to their statutorily protected rights.

75. Specifically, Plaintiff and the Class have been injured by Defendants' intentional violation of California Labor Code subdivision 226, subdivision (a) because Plaintiff and the Class were denied both their legal right to receive, and their protected interest in receiving, accurate, itemized wage statements under California Labor Code subdivision 226, subdivision (a).

76. Calculation of the true wage entitlement for Plaintiff and the Class is difficult and time consuming. As a result of this unlawful burden, Plaintiff and the Class were also injured as a result of having to bring this action to attempt to obtain correct wage information following Defendants' refusal to comply with many of the mandates of California's Labor Code and related laws and regulations.

77. Plaintiff and the Class are entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure to comply with California Labor Code section 226, subdivision (a), or an aggregate penalty not exceeding \$4,000 per employee.

78. Plaintiff and the Class are also entitled to injunctive relief, as well as an award of attorney's fees and costs to ensure compliance with this section, pursuant to California Labor Code section 226, subdivision (h).

SEVENTH CAUSE OF ACTION

(Failure to Indemnify Employees for Expenditures)

79. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 78 in this Complaint.

80. As set forth above, Plaintiff and the Class were required to incur substantial necessary expenditures and losses in direct consequence of the discharge of their duties or of their obedience to directions of Defendants.

81. Defendants violated California Labor Code section 2802, by failing to pay and indemnify Plaintiff and the Class for necessary expenditures and losses incurred in direct consequence of the discharge of their duties or of their obedience to directions of Defendants.

82. As a result, Plaintiff and the Class were damaged at least in the amounts of the expenses they paid, or which were deducted by Defendants from their wages.

83. Plaintiff and the Class are entitled to reasonable attorney's fees, expenses, and costs of suit pursuant to California Labor Code section 2802, subdivision(c) and interest pursuant to California Labor Code section 2802, subdivision (b).

84. Pursuant to California Labor Code section 226, Plaintiff and the Class are entitled to a penalty of \$750 from Defendants, injunctive relief in the form of compliance with section 226, and attorneys' fees and costs.

EIGHTH CAUSE OF ACTION

(Violation of California Business & Professions Code §§ 17200, *et seq.*)

85. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 84 in this Complaint.

86. Defendants, and each of them, are "persons" as defined under California Business and Professions Code section 17201.

87. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful, and harmful to Plaintiff, other Class members, and to the general public. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

88. Defendants' activities, as alleged herein, are violations of California law, and constitute unlawful business acts and practices in violation of California Business and Professions Code sections 17200, *et seq.*

89. A violation of California Business and Professions Code sections 17200, *et seq.* may be predicated on the violation of any state or federal law. All the acts described herein as violations of, among other things, the California Labor Code, are unlawful and in violation of public policy; and in addition are immoral, unethical, oppressive, fraudulent and unscrupulous, and thereby constitute unfair, unlawful and/or fraudulent business practices in violation of California Business and Professions Code sections 17200, *et seq.*

Failure to Pay Minimum and Straight Time Wages

90. Defendants' failure to pay minimum and straight time wages, and other benefits in violation of the California Labor Code constitutes unlawful and/or unfair activity prohibited by California Business and Professions Code sections 17200, *et seq.*

Failure to Pay Overtime Wages

91. Defendants' failure to pay overtime compensation and other benefits in violation of California Labor Code sections 510, 1194, and 1198 constitutes unlawful and/or unfair activity prohibited by California Business and Professions Code sections 17200, *et seq.*

Failure to Provide Meal Periods

92. Defendants' failure to provide meal periods in accordance with California Labor Code sections 226.7 and 512, and the IWC Wage Orders, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business and Professions Code sections 17200, *et seq.*

Failure to Authorize and Permit Rest Periods

93. Defendants' failure to authorize and permit rest periods in accordance with California Labor Code section 226.7 and the IWC Wage Orders, as alleged above, constitutes unlawful and/or unfair activity prohibited by Business and Professions Code sections 17200, *et seq.*

Failure to Indemnify Business Expenses

94. Defendants' failure to reimburse expenses incurred in accordance with California Labor Code section 2802, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business and Professions Code sections 17200, *et seq.*

95. By and through their unfair, unlawful and/or fraudulent business practices described herein, Defendants, have obtained valuable property, money and services from Plaintiff, and all persons similarly situated, and have deprived Plaintiff, and all persons similarly situated, of valuable rights and benefits guaranteed by law, all to their detriment.

96. Plaintiff and the Class Members suffered monetary injury as a direct result of Defendants' wrongful conduct.

1 97. Plaintiff, individually, and on behalf of members of the putative Class, are entitled
2 to, and do, seek such relief as may be necessary to disgorge money and/or property which the
3 Defendants have wrongfully acquired, or of which Plaintiff and the Class have been deprived, by
4 means of the above-described unfair, unlawful and/or fraudulent business practices. Plaintiff and
5 the Class are not obligated to establish individual knowledge of the wrongful practices of
6 Defendants in order to recover restitution.

7 98. Plaintiff, individually, and on behalf of members of the putative class, are further
8 entitled to, and do, seek a declaration that the above-described business practices are unfair,
9 unlawful and/or fraudulent, and injunctive relief restraining the Defendants, and each of them,
10 from engaging in any of the above-described unfair, unlawful and/or fraudulent business practices
11 in the future.

12 99. Plaintiff, individually, and on behalf of members of the putative class, have no plain,
13 speedy, and/or adequate remedy at law to redress the injuries which the Class Members suffered
14 as a consequence of the Defendants' unfair, unlawful and/or fraudulent business practices. As a
15 result of the unfair, unlawful and/or fraudulent business practices described above, Plaintiff,
16 individually, and on behalf of members of the putative Class, have suffered and will continue to
17 suffer irreparable harm unless the Defendants are restrained from continuing to engage in said
18 unfair, unlawful and/or fraudulent business practices.

19 100. Plaintiff also alleges that if Defendants are not enjoined from the conduct set forth
20 herein above, they will continue to avoid paying the appropriate taxes, insurance and other
21 withholdings.

22 101. Pursuant to California Business and Professions Code sections 17200, *et seq.*,
23 Plaintiff and putative Class Members are entitled to restitution of the wages withheld and retained
24 by Defendants during a period that commences four years prior to the filing of this complaint; a
25 permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and Class
26 Members; an award of attorneys' fees pursuant to California Code of Civil Procedure section
27 1021.5 and other applicable laws; and an award of costs.

NINTH CAUSE OF ACTION

**(Civil Penalties Under the Private Attorneys General Act of 2004,
Cal. Lab. Code, §§ 2698, *et seq.*)**

102. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 101 in this Complaint.

103. At all times herein mentioned, Defendants were subject to the California Labor Code and the applicable IWC Wage Orders.

104. California Labor Code section 2699, subdivision (a) specifically provides for a private right of action to recover penalties for violations of the California Labor Code: “Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of the employee and other current or former employees against whom a violation of the same provision was committed pursuant to the procedures specified in Section 2699.3.”

105. Plaintiff has exhausted his administrative remedies pursuant to California Labor Code section 2699.3. On or about February 13, 2025, Plaintiff gave written notice by online filing to the Labor and Workforce Development Agency and by certified mail to Defendants of the specific provisions of the California Labor Code that Defendants have violated against Plaintiff and current and former Aggrieved Employees, including the facts and theories to support the violations. Plaintiff also paid the filing fee on or about February 13, 2025. Plaintiff’s PAGA case number is LWDA-CM-1079655-25.

106. More than 65 days has elapsed since Plaintiff provided notice, but the Labor and Workforce Development Agency has not indicated that it intends to investigate Defendants’ Labor Code violations discussed in the notices. Accordingly, Plaintiff may commence a civil action to recover penalties under California Labor Code section 2699 pursuant to section 2699.3 for the violations of the Labor Code described in this Complaint. Thus, pursuant to California Labor Code section 2699, subdivision (a), Plaintiff for herself and all current and former Aggrieved Employees,

1 seeks recovery of any and all applicable civil penalties for Defendants' violation of California
2 Labor Code sections 226, 226.3, 226.7, 558, 1197.1, 2699, 2800, and 2802.

3 107. In addition, Plaintiff seeks penalties for Defendants' violation of California Labor
4 Code section 1174, subdivision (d). Pursuant to California Labor Code section 1174.5, any person,
5 including any entity, employing labor who willfully fails to maintain accurate and complete records
6 required by California Labor Code section 1174 is subject to a penalty under section 1174.5.
7 Pursuant to the applicable IWC Order section 7, subdivision (A)(3), every employer shall keep
8 time records showing when the employee begins and ends each work period. Meal periods, and
9 total hours worked daily shall also be recorded. Additionally, pursuant to the applicable IWC Order
10 section 7, subdivision (A)(5), every employer shall keep total hours worked in the payroll period
11 and applicable rates of pay.

12 108. During the time period of employment for Plaintiff and the Aggrieved Employees,
13 Defendants failed to maintain records pursuant to the California Labor Code and IWC Orders by
14 failing to maintain accurate records showing meal periods, and accurate records showing when
15 employees begin and end each work period. Defendants' failure to provide and maintain records
16 required by the California Labor Code and IWC Wage Orders deprived Plaintiff and the Aggrieved
17 Employees the ability to know, understand and question the accuracy and frequency of meal
18 periods, and the accuracy of their hours worked stated in Defendants' records. Therefore, Plaintiff
19 and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which
20 resulted in an unjustified economic enrichment to Defendants. As a direct result, Plaintiff and the
21 Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use
22 and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in
23 seeking to compel Defendants to fully perform their obligation under state law, all to their
24 respective damage in amounts according to proof at trial. Because of Defendants' knowing failure
25 to comply with the California Labor Code and applicable IWC Wage Orders, Plaintiff and the
26 Aggrieved Employees have also suffered an injury in that they were prevented from knowing,
27 understanding, and disputing the wage payments paid to them.
28

1 109. Based on the conduct described in this Complaint, Plaintiff is entitled to an award
2 of civil penalties on behalf of the State of California and similarly Aggrieved Employees of
3 Defendants. The exact amount of the applicable penalties, in all, is in an amount to be shown
4 according to proof at trial. These penalties are in addition to all other remedies permitted by law.

5 110. In addition, Plaintiff seeks an award of reasonable attorney's fees and costs pursuant
6 to California Labor Code section 2699, subdivision (g)(1) which states, "Any employee who
7 prevails in any action shall be entitled to an award of reasonable attorney's fees and costs."

8 **VII. PRAYER FOR RELIEF**

9 Plaintiff, individually, and on behalf of all others similarly situated, prays for relief and
10 judgment against Defendants, jointly and severally, as follows:

11 **Class Certification**

- 12 1. That this action be certified as a class action with respect to the First, Second, Third,
13 Fourth, Fifth, Sixth, Seventh, and Eighth Causes of Action;
14 2. That Plaintiff be appointed as the representative of the Class; and,
15 3. That counsel for Plaintiff be appointed as Class Counsel.

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

- 17 4. That the Court declare, adjudge, and decree that Defendants violated California
18 Labor Code section 204 and 1194 and applicable IWC Wage Orders by willfully failing to pay all
19 minimum and straight time wages due;
20 5. For unpaid wages as may be appropriate;
21 6. For pre-judgment interest on any unpaid compensation commencing from the date
22 such amounts were due;
23 7. For penalties, restitution, and liquidated damages pursuant to California Labor Code
24 section 1197.1;
25 8. For liquidated damages;
26 9. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
27 California Labor Code section 1194, subdivision (a); and,
28 10. For such other and further relief as the Court may deem equitable and appropriate.

As to the Second Cause of Action

11. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due;

12. For unpaid wages at overtime wage rates as may be appropriate;

13. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;

14. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code section 1194, subdivision (a); and,

15. For such other and further relief as the Court may deem equitable and appropriate.

As to the Third Cause of Action

16. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 226.7 and 512, and the IWC Wage Orders;

17. For unpaid meal period premium wages as may be appropriate;

18. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

19. For reasonable attorneys' fees under California Code of Civil Procedure section 1021.5, and for costs of suit incurred herein; and,

20. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fourth Cause of Action

21. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 226.7 and 512, and the IWC Wage Orders;

22. For unpaid rest period premium wages as may be appropriate;

23. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

24. For reasonable attorneys' fees under California Code of Civil Procedure section 1021.5, and for costs of suit incurred herein; and,

25. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fifth Cause of Action

26. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment;

27. For statutory wage penalties pursuant to California Labor Code section 203 for former employees who have left Defendants' employ;

28. For pre-judgment interest on any unpaid wages from the date such amounts were due;

29. For reasonable attorneys' fees and for costs of suit incurred herein; and,

30. For such other and further relief as the Court may deem equitable and appropriate.

As to the Sixth Cause of Action

31. That the Court declare, adjudge, and decree that Defendants violated the record keeping provisions of California Labor Code section 226, subdivision (a) and applicable IWC Wage Orders, and willfully failed to provide accurate itemized wage statements thereto;

32. For all actual damages, according to proof;

33. For statutory penalties pursuant to California Labor Code section 226, subdivision (e);

34. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226, subdivision (h);

35. For reasonable attorneys' fees and for costs of suit incurred herein; and,

36. For such other and further relief as the Court may deem equitable and appropriate.

As to the Seventh Cause of Action

37. That the Court declare, adjudge, and decree that Defendants violated California Labor Code section 2802 by willfully failing to indemnify employees for expenditures;

38. For unpaid wages or unreimbursed business expenses as may be appropriate;

39. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

40. For reasonable attorneys' fees and for costs of suit incurred herein; and,

41. For such other and further relief as the Court may deem equitable and appropriate.

As to the Eighth Cause of Action

42. That the Court declare, adjudge, and decree that Defendants violated California Business and Professions Code sections 17200, *et seq.* by failing to pay for all hours worked (minimum, straight time, and overtime wages), failing to provide meal periods, and failing to authorize and permit rest periods;

43. For restitution of unpaid wages to Plaintiff and all Class Members and prejudgment interest from the day such amounts were due and payable;

44. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violations of California Business and Professions Code sections 17200, *et seq.*;

45. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5;

46. For injunctive relief to ensure compliance with this section, pursuant to California Business and Professions Code sections 17200, *et seq.*; and,

47. For such other and further relief as the Court may deem equitable and appropriate.

As to the Ninth Cause of Action

48. That the Court declare, adjudge, and decree that Defendants violated the California Labor Code by failing to pay wages for all hour worked (including minimum, straight time, and overtime wages), failing to provide meal periods, failing to authorize and permit rest periods, failing to furnish accurate wage statements, and failing to indemnify employees for expenditures;

49. For all civil penalties pursuant to California Labor Code sections 2699, *et seq.*, and all other applicable Labor Code provisions;

50. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 2699; and;

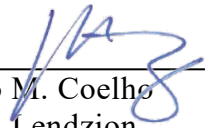
51. For such other and further relied as the Court may deem equitable and appropriate.

As to all Causes of Action

52. For any additional relief that the Court deems just and proper.

Dated: April 24, 2025

Respectfully submitted,



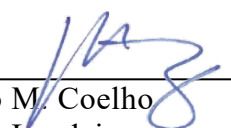
Thiago M. Coelho
Lauren Lenzion
Jesenia A. Martinez
Jesse S. Chen
WILSHIRE LAW FIRM, PLC
*Attorneys for Plaintiff and the Putative
Class*

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury as to all causes of action triable by jury.

Dated: April 24, 2025

Respectfully submitted,



Thiago M. Coelho
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