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Superior Court of California
County of Sacramento

04/21/2025

By: A. Gray Deputy

12 Attorneys for Plaintiff JUAN CARLOS GONZALEZ VENEGAS,
13 individually and on behalf of all other similarly situated employees

9 **SUPERIOR COURT OF CALIFORNIA**
10 **FOR THE COUNTY OF SACRAMENTO**

11 JUAN CARLOS GONZALEZ VENEGAS,
12 individually and on behalf of all other
13 similarly situated employees,

14 Plaintiff,

15 vs.

16 INTEGRITY AUTO SALES INC, a California
17 Corporation; VITALIY ARNAUT, an
18 individual; VLADYSLAV ARNAUT, an
19 individual; EDWIN FLORES, an individual;
20 LUMIN AUTO GROUP, unknown entity; and
21 DOES 1 to 100, inclusive,

22 Defendants.

Case No. 25CV003338

CLASS ACTION

**FIRST AMENDED COMPLAINT FOR
DAMAGES:**

1. **Failure to Pay Overtime Wages**
2. **Failure to Pay Minimum Wages**
3. **Failure to Pay Non-Productive Time**
4. **Meal Period Violations**
5. **Rest Period Violations**
6. **Wage Statement Violations**
7. **Waiting Time Penalties**
8. **Failure to Reimburse Expenses**
9. **Unfair Competition**
10. **Private Attorneys General Act**

DEMAND FOR JURY TRIAL

23
24
25 Plaintiff JUAN CARLOS GONZALEZ VENEGAS ("Plaintiff"), on behalf of himself and all
26 other similarly situated employees, hereby files this First Amended Complaint against Defendants
27 INTEGRITY AUTO SALES INC, a California Corporation; VITALIY ARNAUT, an individual;
28 VLADYSLAV ARNAUT, an individual; EDWIN FLORES, an individual; LUMIN AUTO GROUP,

unknown entity; and DOES 1 to 100, inclusive (hereinafter all collectively referred to as “Defendants”). On information and belief, Plaintiff alleges the following:

INTRODUCTION

1. This is a class action and Private Attorneys General Act (“PAGA”) lawsuit brought by Plaintiff for 1) Failure to Pay Overtime Wages, 2) Failure to Pay Minimum Wages, 3) Failure to Pay Non-Productive Time, 4) Meal Period Violations, 5) Rest Period Violations, 6) Wage Statement Violations, 7) Waiting Time Penalties, 8) Failure to Reimburse Expenses, and 9) Unfair Competition.

JURISDICTION AND VENUE

2. The Sacramento County Superior Court has jurisdiction in this matter pursuant to California Code of Civil Procedure section 410.10 to determine alleged violations of the California Labor Code, California Business and Professions Code, and Wage Order No. 7.

3. Venue is proper pursuant to Civil Procedure Code §§ 395(a), and 395.5, in that Defendants reside in Sacramento County and/or are foreign entities and have not designated any county in California as being where they maintain their principal offices. In addition, some of the wrongful acts and violations of law asserted herein occurred within Sacramento County, and Defendants' obligation to pay wages arose in Sacramento County pursuant to *Madera Police Officers Assn. v. City of Madera*, 36 Cal.3d 403, 414 (1984).

4. Plaintiff sought permission pursuant to California Labor Code section 2699 *et seq.* to pursue the claims set forth in this Complaint against Defendants as a Private Attorney General on behalf of himself and other similarly situated employees. Pursuant to California Labor Code section 2699.3, Plaintiff gave written notice via online submission to the Labor and Workforce Development Agency (“LWDA”) on approximately February 10, 2025. Plaintiff provided facts and legal bases for his claims within the notice to the LWDA on all violations asserted under the Private Attorneys General Act cause of action. Plaintiff also submitted the \$75.00 filing fee. The February 10, 2025, notice was also sent via certified mail to Defendants on the same day. To date, the LWDA has not provided any response to Plaintiff’s notice correspondence. Accordingly, Plaintiff has exhausted all administrative remedies pursuant to the Private Attorneys General Act (“PAGA”) and may bring this action on behalf of himself and all similarly situated employees, *i.e.* Aggrieved Employees. *See* Cal. Lab. Code § 2699.3(a)(2)(A),

(c)(3); *Caliber Bodyworks, Inc., v. Sup. Ct.*, 134 Cal. App. 4th 365, 383 n.18, 385 n.19 (2005).

Aggrieved Employees include, but is not limited to the following: all non-exempt employees who worked, or continue to work, for Defendants in California at any time from February 10, 2024, to the present.

PARTIES

5. JUAN CARLOS GONZALEZ VENEGAS is an individual over the age of eighteen (18) and is a resident of the State of California.

6. On information and belief, Plaintiff alleges, INTEGRITY AUTO SALES INC, is now and/or at all times mentioned in this Complaint was a California Corporation and the owner and operator of an industry, business and/or facility doing business in the State of California.

7. On information and belief, Plaintiff alleges, LUMIN AUTO GROUP, is now and/or at all times mentioned in this Complaint is an owner and operator of an industry, business and/or facility doing business in the State of California.

8. Plaintiff is informed and believes, and thereupon alleges, that VITALIY ARNAUT is an individual over the age of eighteen (18) and is a resident of the State of California. Plaintiff further alleges that VITALIY ARNAUT is an owner, director, officer, and/or managing agent of INTEGRITY AUTO SALES INC and LUMIN AUTO GROUP responsible for causing the violations outlined in the first through eighth causes of action. As such VITALIY ARNAUT is individually liable pursuant to California Labor Code section 558.1. On information and belief, Plaintiff alleges that VITALIY ARNAUT trained subordinate staff to implement and carry out the policies and practices identified herein. As a result, whether directly or indirectly, VITALIY ARNAUT caused the violations identified herein. VITALIY ARNAUT was responsible for the violations stated herein as he was in a position of authority with the power and responsibility to monitor, institute, and/or modify the unlawful practices, but chose to ratify them instead.

9. Plaintiff is informed and believes, and thereupon alleges, that VLADYSLAV ARNAUT is an individual over the age of eighteen (18) and is a resident of the State of California. Plaintiff further alleges that VLADYSLAV ARNAUT is an owner, director, officer, and/or managing agent of INTEGRITY AUTO SALES INC and LUMIN AUTO GROUP responsible for

1 causing the violations outlined in the first through eighth causes of action. As such VLADYSLAV
2 ARNAUT is individually liable pursuant to California Labor Code section 558.1. On information
3 and belief, Plaintiff alleges that VLADYSLAV ARNAUT trained subordinate staff to implement and
4 carry out the policies and practices identified herein. As a result, whether directly or indirectly,
5 VLADYSLAV ARNAUT caused the violations identified herein. VLADYSLAV ARNAUT was
6 responsible for the violations stated herein as he was in a position of authority with the power and
7 responsibility to monitor, institute, and/or modify the unlawful practices, but chose to ratify them
8 instead.

9 10. Plaintiff is informed and believes, and thereupon alleges, that EDWIN FLORES is an
10 individual over the age of eighteen (18) and is a resident of the State of California. Plaintiff further
11 alleges that EDWIN FLORES is an owner, director, officer, and/or managing agent of INTEGRITY
12 AUTO SALES INC and LUMIN AUTO GROUP responsible for causing the violations outlined in
13 the first through eighth causes of action. As such EDWIN FLORES is individually liable pursuant to
14 California Labor Code section 558.1. On information and belief, Plaintiff alleges that EDWIN
15 FLORES trained subordinate staff to implement and carry out the policies and practices identified
16 herein. As a result, whether directly or indirectly, EDWIN FLORES caused the violations identified
17 herein. EDWIN FLORES was responsible for the violations stated herein as he was in a position of
18 authority with the power and responsibility to monitor, institute, and/or modify the unlawful
19 practices, but chose to ratify them instead.

20 11. Defendants DOES 1 through 100 are affiliates, subsidiaries and related entities and the
21 alter egos of each of the other Defendants named herein, corporate or otherwise, who participated in and
22 are liable for the actions herein alleged. Plaintiff will seek to amend this Complaint to allege the true
23 names and capacities of these DOE Defendants when they are ascertained.

24 12. At all times mentioned herein, each Defendant was the agent or employee of each of the
25 other Defendants and was acting within the course and scope of such agency or employment. The
26 Defendants are jointly and severally liable to Plaintiff.

27 13. Defendants, and each of them, are now and/or at all times mentioned in this Complaint
28 were members of and/or engaged in a joint employment, joint venture, partnership and common

enterprise, and were acting within the course and scope of, and in pursuance of said joint employment, joint venture, partnership and common enterprise.

14. Defendants, and each of them, now and/or at all times mentioned in this Complaint approved, ratified, acquiesced, aided or abetted the acts and omissions alleged in this Complaint.

15. Defendants proximately caused Plaintiff to be subjected to the unlawful practices, wrongs, complaints, injuries and/or damages alleged in this Complaint.

CLASS ALLEGATIONS

16. Plaintiff brings the First through Ninth Causes of Action on behalf of himself and all others similarly situated as a class action pursuant to California Code of Civil Procedure section 382. The class which Plaintiff seeks to represent is composed of, and defined, as follows:

All non-exempt employees who worked or continue to work for Defendants in California at any time between February 11, 2021, to the present.

17. This action has been brought and may be properly maintained as a class action, pursuant to the provision of California Code of Civil Procedure section 382, because there is a well-defined community of interests in the litigation and the proposed class is easily ascertainable.

(a) Numerosity: The putative class is so numerous that the individual joinder of all members is impracticable under the circumstances of this case. While the exact number of class members is unknown to Plaintiff at this time, Plaintiff is informed and believes that Defendants have employed as many as fifty (50) individuals falling within the above stated class definition throughout the State of California during the applicable statute of limitations, who were subjected to the policies and practices outlined in this Complaint. As such, joinder of all members of the putative class is not practicable.

(b) Common Questions Predominate: Common questions of law and fact exist as to all members of the putative class and predominate over questions that affect only individual members of the class. These common questions of law and fact include, without limitation, the following:

(1) Whether Defendants paid for all hours worked;

- (2) Whether Defendants failed to pay putative class members for non-productive time;
- (3) Whether Defendants failed to pay putative class members for overtime;
- (4) Whether Defendants failed to pay putative class members for rest periods;
- (5) Whether Defendants provided compliant meal and rest periods to putative class members;
- (6) Whether Defendants unlawfully deducted pay from putative class members;
- (7) Whether Defendants authorized and permitted putative class members to take all meal and rest periods;
- (8) Whether Defendant maintained accurate payroll records;
- (9) Whether as a result of Defendants' policies and practices Plaintiff's and putative class members received all wages, due and owing, at the time of their termination or separation; and
- (10) Whether Defendants provided Plaintiff's and putative class members with wage statements that complied with Labor Code section 226.

(c) Typicality: Plaintiff's claims are typical of the claims of the members of the putative class. The putative class also sustained damages arising out of Defendants' common course of conduct in violation of the law as complained of herein. Plaintiff and all members of the putative class were non-exempt employees who were subject to the same working conditions which Plaintiff alleges are unlawful, such as not being paid for all hours worked, not being paid for non-productive time, not being paid for overtime, not being paid for rest periods, not being paid for meal and rest period premiums, not being provided with compliant meal and rest periods, resulting in failure to pay minimum wages, failure to pay for overtime, failure to pay for meal and rest period premiums, and failure to provide with all sick leave wages. Additionally, Defendants issued Plaintiff and all members of the putative class wage statements that did not comply with Labor Code section 226. As a result, Plaintiff and each member of the putative class will have

suffered the same type of harm and seek the same type of recovery based on the same legal theories.

(d) Adequacy: Plaintiff will fairly and adequately protect the interests of the members of the putative class. For all relevant times, Plaintiff resided in California and worked for Defendants in California. Moreover, Plaintiff is an adequate representative of the putative class as Plaintiff has no interests that are adverse to those of putative class members. Additionally, Plaintiff has retained counsel who has substantial experience in complex civil litigation and wage and hour matters.

(e) Superiority: A class action is superior to other available means for the fair and efficient adjudication of the controversy since individual joinder of all members of the putative class is impracticable. Class action treatment will permit a larger number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of effort and expense that numerous individual actions would engender. Further, as damages suffered by each individual member of the class may be relatively small, the expenses and burden of the individual litigation would make it difficult or impossible for individual members of the class to redress the wrongs done to them, and an important public interest will be served by addressing the matter as a class action. The cost to the court system of adjudication of such individualized litigation would be substantial. Individualized litigation would also present the potential for inconsistent or contradictory judgments.

18. Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

GENERAL ALLEGATIONS

19. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 18 as though fully set forth herein.

20. Defendants run car dealerships where Plaintiff worked as a salesperson. Plaintiff sold cars for Defendants, including for Defendants INTEGRITY AUTO SALES INC, and LUMIN AUTO GROUP. Plaintiff is informed and believes that Defendant INTEGRITY AUTO SALES INC had a car

1 sales license from the State of California whereas Defendant LUMIN AUTO GROUP did not.
2 Defendants hired Plaintiff to sell cars based on commission and bonuses. However, Defendants did not
3 provide any written commission or bonus plan to Plaintiff and similarly situated employees until the last
4 month that Plaintiff worked for Defendants, which only happened after Plaintiff continued to complain
5 about not being paid correctly and not having any written information regarding commission and bonus
6 plans.

7 21. Plaintiff worked for Defendants from approximately October 2023 to July 2024.
8 Defendants' provided a written compensation plan to Plaintiff in July 2024, stating that Plaintiff would
9 be paid an draw of \$3,400 distributed twice per month or \$16 per hour whichever was greater and a flat
10 rate of \$300 per car sold, \$150 bonus for self-generated leads for sales, \$20 bonuses for positive Yelp,
11 Google, and other social media site reviews, and an enhancement bonus of \$250-\$1,500 based on the
12 number of deal points in a one month period. The Sales Representative Compensation Plan also stated
13 all draws, commissions and bonuses were subject to chargebacks and reconciliation.

14 22. However, during Plaintiff's and similarly situated employees' employment, Defendants
15 typically only provided a draw of approximately \$2,250 per month to Plaintiff and similarly situated
16 employees. Defendants would chargeback and/or reconcile any amounts paid as a draw against any
17 commissions and/or bonuses earned by Plaintiff and similarly situated employees. There were also
18 numerous occasions where Defendants did not provide a draw at all. Thus, Plaintiff and similarly
19 situated employees being paid less than the minimum wage for the hours that they worked and the
20 failure to pay for time spent during any rest periods. The monthly draw did not ensure that Plaintiff and
21 similarly situated employees were paid at least 1.5x the minimum wage for each hour worked.

22 23. Plaintiff and similarly situated employees worked over eight (8) hours per day and over
23 forty (40) hours per week. Plaintiff and similarly situated employees typically worked shifts lasting
24 longer than eight (8) hours, *e.g.* 10:00 a.m. to 7:00 p.m., five (5) days per week. However,
25 approximately twice per week, Plaintiff and similarly situated employees worked longer shifts, *e.g.*
26 10:00 a.m. to 10:00 p.m., due to customers walking in at the end of the shift and due to the need to finish
27 the sale and/or delivery of cars. Plaintiff and similarly situated employees typically worked
28 approximately fifty (50) hours per week or more.

1 24. Defendants did not keep track of Plaintiff and similarly situated employees' hours
2 worked. Plaintiff and similarly situated employees did not fill out any timecards. The wage statements
3 provided to Plaintiff and similarly situated employees did not state the accurate hours worked for
4 Plaintiff and similarly situated employees. Instead, Defendants simply stated 86.666667 for hours
5 worked each pay period for Plaintiff and similarly situated employees regardless of the number of actual
6 hours worked. Defendants provided paystubs that did not specify the rate of pay for overtime or non-
7 overtime hours worked.

8 25. Defendants failed to authorize and permit meal and rest periods. Defendants did not keep
9 any time records showing whether meal periods or rest periods were taken. Defendants also did not
10 have any policy or practice to authorize meal periods and failed to inform Plaintiff and similarly situated
11 employees of whether and/or when any meal and/or rest periods may be taken. Plaintiff and similarly
12 situated employees were regularly prevented from taking meal and rest periods due to inadequate
13 staffing and high workloads. Meal and rest periods were regularly interrupted and/or cut short due to the
14 need to attend to customers. This included, but is not limited to, being unable to take meal periods
15 before the fifth hour worked or a second meal period and third rest period when Plaintiff and similarly
16 situated employees worked longer than ten hours. Finally, Defendants did not pay Plaintiff and
17 similarly situated employees separately for rest periods. Defendants reconciling any and all draws
18 against any and all future commissions resulted in the time otherwise spent during a rest period being
19 uncompensated. Defendants did not pay Plaintiff and similarly situated employees any meal or rest
20 period premiums for missed or interrupted meal and rest periods.

21 26. Plaintiff and similarly situated employees also regularly used their personal cellphones
22 for work purposes to speak with and receive calls from prospective customers and management.
23 Plaintiff and similarly situated employees used their cell phones to communicate with clients, make
24 appointments, post ads of cars for sale on Facebook Marketplace and OfferUp. Defendants were aware
25 of and encouraged the use of Plaintiff's and similarly situated employees' personal cell phones.
26 Therefore, Plaintiffs and similarly situated employees had to use their personal cell phones to complete
27 company business. Despite this, Defendants did not have any policy or practice to reimburse similarly
28 situated employees for this expense.

1 27. Defendants failed to provide Plaintiff and similarly situated employees with accurate
2 wage statements. The wage statements Defendants provided did not accurately itemize employees'
3 gross and net wages, meal period premiums, rest period premiums, sick leave pay, total hours worked,
4 and the corresponding number of hours worked at each hourly rate. The paystubs also did not show any
5 breakdown of the number or rates associated with any bonus or commissions earned, preventing
6 Plaintiff and similarly situated employees from being able to determine whether they were paid all
7 wages owed. Consequently, Defendants did not provide timely wages to Plaintiff and similarly situated
8 employees.

9 28. At the time of Plaintiff's and similarly situated employees' termination or separation,
10 Plaintiff and similarly situated employees had minimum wages, overtime wages, meal and rest period
11 premiums, and paid sick leave wages owing to them. As of the date of this letter, Defendants have not
12 paid Plaintiff and similarly situated employees all wages they were owed.

13 29. To date, Defendants have not paid Plaintiff and similarly situated employees all the
14 minimum wages, overtime wages, meal and rest period premiums, and sick leave wages owed to them.
15 Additionally, Defendants failed to provide Plaintiff and similarly situated employees with all their
16 earned sick pay. Because Defendants required Plaintiff and similarly situated employees to work off-
17 the-clock, Plaintiff and similarly situated employees did not accrue the appropriate amount of sick leave
18 based on actual hours worked. This resulted in the failure to pay Plaintiff and similarly situated
19 employees all sick leave wages they would have otherwise been due and prevented Plaintiff and
20 similarly situated employees from taking all their earned sick days. Defendants also failed to accurately
21 calculate the sick leave premiums because they did not take into account the value of commission and
22 bonuses in calculating the regular rate of pay.

23 30. Defendant INTEGRITY AUTO SALES INC identified Defendant VITALIY ARNAUT
24 in its filings with the California Secretary of State from at least October 18, 2023, to the present as its
25 Chief Executive Officer, Secretary, and Chief Financial Officer. Plaintiff is informed and believes that
26 VITALIY ARNAUT was responsible for creating and electing to implement INTEGRITY AUTO
27 SALES INCs 'and LUMIN AUTO GROUP's payroll and compensation policies and practices or that
28 VITALIY ARNAUT was aware of such policies and practices and ratified them.

31. Defendant INTEGRITY AUTO SALES INC identified Defendant VLADYSLAV ARNAUT in its filing from at least October 18, 2023, to the present with the California Secretary of State, as an additional officer and shareholder. Plaintiff is informed and believes that VLADYSLAV ARNAUT was responsible for creating and electing to implement INTEGRITY AUTO SALES INC's and LUMIN AUTO GROUP's payroll and compensation policies and practices or that VITALIY ARNAUT was aware of such policies and practices and ratified them.

32. Plaintiff is informed and believes that Defendant EDWIN FLORES was Defendant's manager and finance manager. Plaintiff is informed and believes that Defendants VITALIY ARNAUT and VLADYSLAV ARNAUT were the owners and officers of Defendant LUMIN AUTO GROUP. Plaintiff is informed and believes that EDWIN FLORES was Defendant LUMIN AUTO GROUP'S manager and finance manager. Plaintiff is informed and believes that Defendants VITALIY ARNAUT, VLADYSLAV ARNAUT, and EDWIN FLORES were responsible for creating and electing to implement the payroll and compensation policies and practices identified herein and/or that VITALIY ARNAUT, VLADYSLAV ARNAUT, and EDWIN FLORES were aware of such policies and practices and ratified them.

CAUSES OF ACTION

FIRST CAUSE OF ACTION
FAILURE TO PAY OVERTIME WAGES
(As to all Defendants)

33. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 32 as though fully set forth herein.

34. During the period Plaintiff was employed by Defendants, Defendants were required to compensate Plaintiff at one and one-half (1½) times the regular rate of pay for hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and two (2) times the regular rate of pay for hours worked in excess of twelve (12) hours per day. *See, e.g.*, IWC Wage Order No. 7, section (3)(A); Cal. Lab. Code §§ 510, 1194.

35. Plaintiff and similarly situated employees worked in excess of eight (8) hours per day and/or forty (40) hours per week on several occasions while employed by Defendants. However,

1 Defendants failed to compensate Plaintiff and similarly situated employees for all overtime hours
2 worked at their regular rate of pay.

3 36. Plaintiff and similarly situated employees were not exempt from overtime protections
4 employees under the California Wage Orders and Labor Code.

5 37. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees
6 have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to
7 the extent pertinent as if set forth here in full.

8 **SECOND CAUSE OF ACTION**
9 **FAILURE TO PAY MINIMUM WAGES**
10 **(As to all Defendants)**

11 38. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 37 as though fully
12 set forth herein.

13 39. For the period preceding the filing of this Complaint, Defendants were required to
14 compensate Plaintiff and similarly situated employees with at least California's applicable minimum for
15 every hour worked. *See* MW-Order 2019; IWC Wage Order, No. 7, section 4(A); Cal. Lab. Code §
16 1194.

17 40. Plaintiff was not exempt to the State's Minimum Wage Order. Defendants aware of their
18 obligation to pay the minimum wage for each hour worked but failed to do so.

19 41. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees
20 have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to
21 the extent pertinent as if set forth here in full.

22 **THIRD CAUSE OF ACTION**
23 **FAILURE TO PAY NON-PRODUCTIVE TIME**
24 **(As to all Defendants)**

25 42. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 41 as though fully
26 set forth herein.

27 43. Labor Code section 226.2 requires employers to separately compensate piece rate
28 employees for rest and recovery periods as well as any other nonproductive time at rate that is the higher
of an average hourly rate or the applicable minimum wage. Defendants completely failed to pay

1 Plaintiff any compensation for rest and recovery periods and other non-productive time as outlined
2 above.

3 44. As a proximate result of Defendants' conduct, Plaintiff has been damaged as stated in the
4 section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth
5 here in full.

6 **FOURTH CAUSE OF ACTION**
7 **MEAL PERIOD VIOLATIONS**
8 **(As to all Defendants)**

9 45. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 44 as though fully
10 set forth herein.

11 46. An employer must provide an employee a meal period in accordance with the
12 applicable Wage Order, and California Labor Code sections 226.7 and 512.

13 47. California Labor Code sections 226.7 and 512 and IWC Wage Order No. 7, section
14 11(A) require an employer to provide an uninterrupted meal period of not less than thirty (30)
15 minutes for each work period of more than five (5) hours.

16 48. California Labor Code section 512 and Wage Order No. 7 section 11(B) further
17 provide that employers may not employ employees for a work period for more than ten (10) hours
18 per day without providing the employee with a second meal period of at least thirty (30) minutes.
19 However, if the total hours worked is no more than twelve (12) hours, the second meal period may
20 be waived so long as there was no waiver as to the first meal period. Employees are entitled to one
21 (1) hour of pay at their regular rate of compensation for each meal period not provided.

22 49. Defendants employed Plaintiff and similarly situated employees for periods of more
23 than five (5) hours without providing meal breaks of at least thirty (30) minutes or a second meal
24 period of at least thirty (30) minutes when Plaintiff and similarly situated employees worked more
25 than ten (10) hours in a day. Defendants also failed to allow Plaintiff and similarly situated
26 employees to take their first meal period before the completion of their fifth hour of work and failed
27 to allow Plaintiff and similarly situated employees to take their second meal period before the
28 completion of their tenth hour of work. Plaintiff and similarly situated employees did not waive their
rights to all meal periods throughout their employment.

50. Defendants further failed to pay Plaintiff and similarly situated employees the applicable meal period premiums for any such missed meal breaks.

51. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

FIFTH CAUSE OF ACTION
REST PERIOD VIOLATIONS
(As to all Defendants)

52. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 51 as though fully set forth herein.

53. An employer must provide an employee a rest period in accordance with the applicable Wage Order and California Labor Code section 226.7.

54. California Labor Code section 226.7 and Wage Order No. 7, section 12(A) require an employer to provide a rest period of not less than ten (10) minutes for each work period of more than four (4) hours or a major fraction thereof.

55. Plaintiff alleges that Defendants failed to authorize and permit Plaintiff and similarly situated employees to take paid rest periods of at least ten (10) minutes for each work period that they worked more than four (4) hours or a major fraction thereof.

56. Defendants further failed to pay Plaintiff and similarly situated employees the applicable rest period premiums for any such missed rest periods.

57. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

SIXTH CAUSE OF ACTION
WAGE STATEMENT VIOLATIONS
(As to all Defendants)

58. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 57 as though fully set forth herein.

59. Pursuant to California Labor Code section 226(a), an employer must provide an itemized statement to an employee, semimonthly or at the time of each payment of wages, showing:

(1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (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, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of 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. The deductions made from payment of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement and the record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

60. Plaintiff alleges that Defendants intentionally and knowingly failed to provide an itemized statement or failed to provide an accurate and complete itemized statement showing the requirements set forth in California Labor Code section 226(a). Specifically, Defendants did not accurately itemize all applicable hourly rates in effect during the pay period, all regular, overtime and double time hours worked and corresponding rates of pay, and gross and net wages earned. The paystubs also did not accurately itemize Plaintiff's and similarly situated employees' total hours worked due to Defendants' policy of paying Plaintiff and similarly situated employees commission only and not paying minimum wages for hours worked, for overtime, and not paying for non-productive time and rest periods. Further Defendants' policies of not keeping track of hours worked and not providing compliant meal, rest periods and not accurately calculating all sick wages owed to Plaintiff and similarly situated employees contributed inaccurate wage statements. Plaintiff and similarly situated employees were not able to promptly and easily determine their total hours worked from their paystubs alone. Additionally, Plaintiff and similarly situated employees suffered confusion over whether they received all wages owed and were prevented from effectively challenging information on their wage statements.

61. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

SEVENTH CAUSE OF ACTION
WAITING TIME PENALTIES
(As to all Defendants)

62. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 61 as though fully set forth herein.

63. An employer must pay an employee who is terminated all unpaid wages immediately upon termination. *See* Cal. Lab. Code § 201.

64. An employer must pay an employee who resigns all unpaid wages within seventy-two (72) hours of their resignation. *See* Cal. Lab. Code § 202.

65. Plaintiff and similarly situated employees did not receive all wages, including minimum and overtime wages, meal and rest period premiums, or all sick leave pay owed at their termination or within the required time after their separation from employment.

66. An employer who willfully fails to pay an employee wages in accordance with California Labor Code sections 201 and/or 202 must pay the employee a waiting time penalty of up to thirty (30) days. *See* Cal. Lab. Code § 203.

67. Defendants knew of their obligation to pay Plaintiff's and similarly situated employees' their final wages when their employment terminated. Indeed, Defendants had knowledge that Plaintiff and similarly situated employees were not paid all their hours worked because of Defendants' payment of commission only policy which paid only commission to Plaintiff and similarly situated employees. Also, Defendants knew that Plaintiff and similarly situated employees were working over eight (8) hours per day and over forty (40) hours per week and were not paid for non-productive time as well as overtime and minimum wages which led to many days and hours not paid since Defendants only paid commission to Plaintiff and similarly situated employees. Moreover, Defendants knew that they were not paying Plaintiff and similarly situated employees for overtime and for rest periods because Defendants' wage statements did not include any overtime hours, and meal and rest periods. Defendants also knew that they did not keep track of hours worked, meal and rest periods, and did not have a policy

1 for meal and rest periods. Furthermore, Defendants knew and encouraged Plaintiff and similarly situated
2 employees to use their cell phones for work purposes such as communicating with customers,
3 management, and posting car sale ads on websites. Such conduct shows Defendants had knowledge of
4 earned, but unpaid wages at the time of separation, yet Defendants still refused to pay the remaining
5 wages owed.

6 68. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees
7 have been damaged and deprived of their wages and thereby seek their daily rate of pay multiplied by
8 thirty (30) days for Defendants' failure to pay all wages due.

9
10 **EIGHTH CAUSE OF ACTION**
FAILURE TO REIMBURSE EXPENSES
(As to all Defendants)

11 69. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 68 as though fully
12 set forth herein.

13 70. California Labor Code section 2802(a) states that "An employer shall indemnify his or
14 her employee for all necessary expenditures or losses incurred by the employee in direct consequence of
15 the discharge of his or her duties, or of his or her obedience to the directions of the employer, even
16 though unlawful, unless the employee, at the time of obeying the directions, believed them to be
17 unlawful."

18 71. Defendants required Plaintiff and similarly situated employees to use their cell phones for
19 work purposes to speak with and receive calls from prospective customers and management.
20 Furthermore, Defendants knew that Plaintiff and similarly situated employees used their cell phones to
21 communicate with clients, make appointments, post ads of cars for sale on Facebook Marketplace and
22 OfferUp. Despite this, Defendants did not have any policy or practice to reimburse similarly situated
23 employees for this expense. Defendants were aware of and encouraged the use of Plaintiffs' and
24 similarly situated employees' personal cell phones but failed to reimburse them for such use.

25 72. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees
26 have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to
27 the extent pertinent as if set forth here in full.
28

NINTH CAUSE OF ACTION
UNFAIR COMPETITION
(As to INTEGRITY AUTO SALES INC, LUMIN AUTO GROUP, and DOES 1 to 100)

73. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 72 as though fully set forth herein.

74. Unfair competition shall mean and include any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions Code. *See* California Business and Professions (“B&P”) Code § 17200.

75. Plaintiff and similarly situated employees were not paid all wages owed, including minimum and overtime wages, and meal and rest period premiums, paid sick leave, or reimbursed for business expenses, during their employment or any time thereafter. Moreover, through Defendants conduct Plaintiff and similarly situated employees were denied statutory protections regarding meal and rest periods.

76. Plaintiff further alleges that such actions and/or conduct constitute a violation of the California Unfair Competition Law (“UCL”) (Business and Professions Code 17200 *et seq.*) pursuant to *Cortez v. Purolator Air Filtration Products Co.*, 23 Cal. 4th 163 (2000).

77. As a direct and legal result of the Defendants’ conduct, as alleged herein, pursuant to the UCL (including B&P Code §17203), Plaintiff and similarly situated employees are entitled to restitution, including, but not limited to, interest and penalties pursuant to Business & Professions Code sections 17203, 17208, violations of California Labor Code sections 226.7, 245 *et seq.*, 510, 512, and 1194 all in an amount as yet unascertained but subject to proof at trial, for four (4) years from the filing of this Action.

TENTH CAUSE OF ACTION
PRIVATE ATTORNEYS GENERAL ACT
(As to all Defendants)

78. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 77 as though fully set forth herein.

1 79. Plaintiff has alleged to the Labor Commissioner that Defendants have violated the
2 following provisions of the Labor Code in their dealings with Plaintiff and other similarly situated
3 current and former employees:

- 4 • Violation of Labor Code §§ 510, 1194; IWC Wage Order 7, § 3 (Failure to Pay Overtime
5 Wages)
- 6 • Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order 7, § 4 (Failure to Pay
7 Minimum Wages)
- 8 • Violation of Labor Code § 226.2 (Failure to Pay Non-Productive Time)
- 9 • Violation of Labor Code §§ 226.7, 512 and Wage Order No. 7, §§ 11(A) and 11(B)
10 (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof)
- 11 • Violation of Labor Code § 226.7 and Wage Order No. 7, § 12(A) (Failure to Provide Rest
12 Periods or Pay Premiums in Lieu Thereof)
- 13 • Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements)
- 14 • Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages)
- 15 • Violation of Labor Code § 2802 (Failure to Pay Reimbursements for Expenses)
- 16 • Violation of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of
17 Work in Any Industrial Welfare Commission Order)
- 18 • Violation of Labor Code §§ 226.3, 1174 (Failure to Maintain Accurate Records)
- 19 • Violation of Labor Code §§ 246, 246.5, 248.5 (Failure to Provide Paid Sick Leave)

20 80. Plaintiff seeks civil penalties against Defendants as provided in the California Labor
21 Code, or, if no civil penalty is provided, default penalties pursuant to California Labor Code section
22 2699(f)(2).

23 81. Plaintiff seeks these civil penalties from Defendants pursuant to California Labor Code
24 sections 2699(a) and 2699.3.

25 82. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees
26 have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to
27 the extent pertinent as if set forth here in full.
28

DAMAGES

WHEREFORE Plaintiff requests relief as follows:

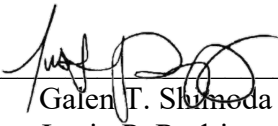
1. A jury trial;
2. As to the First Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Interest for the wages due pursuant to California Labor Code section 1194;
 - c. For reasonable attorney's fees and costs incurred pursuant to California Labor Code section 1194;
3. As to the Second Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Interest for the wages due pursuant to California Labor Code section 1194;
 - c. For reasonable attorney's fees and costs incurred pursuant to California Labor Code section 1194;
 - d. Liquidated damages pursuant to California Labor Code section 1194.2;
4. As to the Third Cause of Action:
 - a. All wages earned and owing;
 - b. Interest, attorneys' fees, and costs pursuant to Labor Code section 218.5 and 218.6
5. As to the Fourth Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure section 1021.5;
6. As to the Fifth Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure section 1021.5;
7. As to the Sixth Cause of Action:

- 1 a. Penalties as provided for in Labor Code section 226, including the greater of all
2 actual damages or fifty dollars (\$50.00) for the initial pay period in which the
3 violation occurred and one hundred dollars (\$100.00) per employee for each
4 violation in the subsequent pay periods, but not to exceed four thousand dollars
5 (\$4,000.00);
- 6 b. For reasonable attorney's fees and costs incurred pursuant to Labor Code section
7 226(e);
- 8 8. As to the Eighth Cause of Action:
- 9 a. An amount to be proven at trial;
- 10 b. For attorney's fees, interest, and costs pursuant to Labor Code section 2802(c);
- 11 9. As to the Ninth Cause of Action:
- 12 a. For restitution of unpaid wages and unreimbursed expenses in an amount to be
13 proven at trial;
- 14 10. As to the Tenth Cause of Action:
- 15 a. For civil penalties as provided in the Labor Code for each enumerated
16 violation;
- 17 b. For those Labor Code sections where there is no civil penalty provided for their
18 violation, the default penalty provided in Labor Code section 2699(f): for any
19 initial violation, one hundred dollars (\$100) for each aggrieved employee per pay
20 period; For any subsequent violation, two hundred dollars (\$200) for each
21 aggrieved employee per pay period;
- 22 c. Reasonable attorney's fees and costs pursuant to Labor Code section 2699;
- 23 d. For any other remedies as allowed by law and/or deemed appropriate by the
24 Court;
- 25 11. For such other and further relief as this Court may deem just and proper,
26 including, but not limited to:
- 27 a. Wages as proved at trial;
- 28 b. Injunctive and Declaratory relief;

- c. Attorney's fees and costs as provided for by law; and
d. Interest.

Dated: April 21, 2025

Shimoda & Rodriguez Law, PC

By: 
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