

Justin Lo (SBN: 280102)
Justin@caworklawyer.com
WORK LAWYERS PC
22939 Hawthorne Blvd., #300
Torrance, CA 90505
Tel: (310)248-2944
Fax: (424) 355-8335

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County of Los Angeles
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David W. Slayton,
Executive Officer/Clerk of Court,
By E. Galicia, Deputy Clerk

Attorneys for Plaintiff DAISY CARLOS, as representative of the State of California and the Labor and Workforce Development Agency, and on behalf of herself and Aggrieved Employees

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

DAISY CARLOS, on behalf of herself and all
other Aggrieved Employees,

Plaintiff,

v.

CARSON CHEVROLET LLC, a California
limited liability company; CHINO FORD LLC,
a California limited liability company; LAX
AUTO CENTER LLC, a California limited
liability company; LONG BEACH FORD LLC,
a California limited liability company; TUSTIN
DEALERSHIP LLC, a California limited
liability company; BSPN II LLC, a California
limited liability company; FAB4 LLC, a
California limited liability company; VAN
NUYS LLC, a limited liability company;
VISTA PALMDALE LLC, a California limited
liability company; and DOES 1- 50, inclusive,

Defendants.

Case No. **25STCV23590**

COMPLAINT

1. Civil Penalties under the Private Attorneys General Act of 2004 (PAGA)

1 Plaintiff, DAISY CARLOS, (“Plaintiff”), as a representative of the State of California and
2 the Labor and Workforce Development Agency (LWDA), and on behalf of herself and other
3 current or former Aggrieved Employees, complains and alleges as follows:

4 **INTRODUCTION**

5 1. This is a representative action brought by Plaintiff, as a representative of the State
6 of California and the LWDA, and on behalf of herself and other Aggrieved Employees, to collect
7 civil penalties for Defendants’ Labor Code violations.

8 2. Defendants and employers, CARSON CHEVROLET LLC, CHINO FORD LLC,
9 LAX AUTO CENTER LLC, LONG BEACH FORD LLC, TUSTIN DEALERSHIP LLC, BPSN
10 II LLC, FAB4 LLC, VAN NUYS LLC, VISTA PALMDALE LLC, and DOES 1- 50, inclusive
11 (“Defendants”), violated numerous wage and hour laws with respect to Plaintiff and other
12 Aggrieved Employees by failing to provide, for example: accurate and itemized wages
13 statements, payment for all hours worked (including regular wages and overtime), failure to
14 provide a minimum wage, lawful meal periods, lawful rest periods, timely payment during
15 employment, failure to reimburse for expenses incurred during the course and scope of
16 employment, and payment upon separation of employment.

17 **PARTIES**

18 **The Plaintiff**

19 3. Plaintiff is, and at all times herein mentioned was, a resident of California,
20 currently residing in Los Angeles County.

21 4. Aggrieved Employees are all former and/or current non-exempt employees
22 holding various positions and employed by Defendants within California during the relevant
23 time period who may have been subject to at least one or more Labor Code violations set forth
24 in the PAGA Notice dated April 30, 2025 (“Aggrieved Employees”).

25 **The Defendants**

26 5. Defendant CARSON CHEVROLET LLC, a California limited liability company
27 which, at all relevant times mentioned herein, existing, doing business, and employing individuals
28 in the County of Los Angeles, State of California. Plaintiff is informed and thereon alleges that

1 Defendant exercised control over Plaintiff and Aggrieved Employees' wages, hours, and working
2 conditions.

3 6. Defendant CHINO FORD LLC, a California limited liability company which, at
4 all relevant times mentioned herein, existing, doing business, and employing individuals in the
5 County of San Bernardino, State of California. Plaintiff is informed and thereon alleges that
6 Defendant exercised control over Plaintiff and Aggrieved Employees' wages, hours, and working
7 conditions.

8 7. Defendant LAX AUTO CENTER LLC, a California limited liability company
9 which, at all relevant times mentioned herein, existing, doing business, and employing individuals
10 in the County of Los Angeles, State of California. Plaintiff is informed and thereon alleges that
11 Defendant exercised control over Plaintiff and Aggrieved Employees' wages, hours, and working
12 conditions.

13 8. Defendant LONG BEACH FORD LLC, a California limited liability company
14 which, at all relevant times mentioned herein, existing, doing business, and employing individuals
15 in the County of Los Angeles, State of California. Plaintiff is informed and thereon alleges that
16 Defendant exercised control over Plaintiff and Aggrieved Employees' wages, hours, and working
17 conditions.

18 9. Defendant TUSTIN DEALERSHIP LLC, a California limited liability company
19 which, at all relevant times mentioned herein, existing, doing business, and employing individuals
20 in the County of Orange, State of California. Plaintiff is informed and thereon alleges that
21 Defendant exercised control over Plaintiff and Aggrieved Employees' wages, hours, and working
22 conditions.

23 10. Defendant BSPN II LLC, a California limited liability company which, at all
24 relevant times mentioned herein, existing, doing business, and employing individuals in the
25 County of Los Angeles, State of California. Plaintiff is informed and thereon alleges that
26 Defendant exercised control over Plaintiff and Aggrieved Employees' wages, hours, and working
27 conditions.
28

1 11. Defendant FAB4 LLC, a California limited liability company which, at all relevant
2 times mentioned herein, existing, doing business, and employing individuals in the County of Los
3 Angeles, State of California. Plaintiff is informed and thereon alleges that Defendant exercised
4 control over Plaintiff and Aggrieved Employees' wages, hours, and working conditions.

5 12. Defendant VAN NUYS LLC, a California limited liability company which, at all
6 relevant times mentioned herein, existing, doing business, and employing individuals in the
7 County of Los Angeles, State of California. Plaintiff is informed and thereon alleges that
8 Defendant exercised control over Plaintiff and Aggrieved Employees' wages, hours, and working
9 conditions.

10 13. Defendant VISTA PALMDALE LLC, a California limited liability company
11 which, at all relevant times mentioned herein, existing, doing business, and employing individuals
12 in the County of Los Angeles, State of California. Plaintiff is informed and thereon alleges that
13 Defendant exercised control over Plaintiff and Aggrieved Employees' wages, hours, and working
14 conditions.

15 14. The true names and capacities, whether individual, corporate, associate, or
16 otherwise of Defendants named herein as DOES 1-50, inclusive, are unknown to Plaintiff at this
17 time and therefore said Defendants are sued by such fictitious names. Plaintiff will seek leave to
18 amend this Complaint to insert the true names and capacities of said Defendants when the same
19 become known to Plaintiff. Plaintiff is informed and believes and thereupon alleges that each of
20 the fictitiously named Defendants are responsible for the wrongful acts alleged herein and is
21 therefore liable to Plaintiff as alleged hereinafter.

22 15. Plaintiff is informed and believes, and based thereupon alleges, that at all times
23 relevant, Defendants, and each of them, were the agents, employees, managing agents,
24 supervisors, conspirators, parent corporation, joint employers, alter ego, and/or joint ventures of
25 the other Defendants, and each of them, and in doing the things alleged herein, were acting at
26 least in part within the course and scope of said agency, employment, conspiracy, joint
27 employment, alter ego status, and/or joint venture and with the permission and consent of each of
28 the other Defendants.

1 16. Plaintiff is informed and believes, and based thereupon alleges, that Defendants,
2 and each of them, including those Defendants named DOES 1-50, acted in concert with one
3 another to commit the wrongful acts alleged therein, and aided, abetted, incited, compelled, and/or
4 coerced one another in the wrongful acts alleged herein, and/or attempted to do so. Plaintiff is
5 further informed and believes, and based thereupon alleges, that the Defendants, and each of them,
6 including those Defendants named as DOES 1-50, formed and executed a conspiracy or common
7 plan pursuant to which they would commit the unlawful acts alleged herein, with all such acts
8 alleged herein done as part of and pursuant to said conspiracy, intended to and actually causing
9 Plaintiff harm.

10 17. Whenever and wherever reference is made in this Complaint to any act or failure
11 to act by a defendant or co-defendant, such allegations and references shall also be deemed to
12 mean the acts and/or failures to act by each defendant acting individually, jointly and severally.

13 **JURISDICTION AND VENUE**

14 18. Venue is proper in Los Angeles County, because Defendants maintain its locations
15 and transacts business in this county, the obligations and liability primarily arise in this county,
16 and work was primarily performed by Plaintiff and other Aggrieved Employees in this county.

17 19. The California Superior Court has jurisdiction over this matter. The individual
18 claims are under the seventy-five thousand dollar (\$75,000.00) jurisdictional threshold for federal
19 court and PAGA penalties cannot be aggregated to meet the minimum jurisdictional amount
20 required for diversity removal. Further, there is no federal question at issue as the issues herein
21 are based solely on California statutes and law, including, but not limited to, the California Labor
22 Code, Industrial Welfare Commission Wage Orders, California Code of Civil Procedure, and
23 California Rules of Court.

24 **GENERAL ALLEGATIONS**

25 20. Defendants are full service automotive dealerships. Defendants employed Plaintiff
26 and Aggrieved Employees in California during the relevant PAGA period. Aggrieved Employees
27 are all former and/or current non-exempt employees holding various positions and employed by
28

1 Defendants within California during the relevant time period who may have been subject to at
2 least one or more Labor Code violations set forth in the PAGA Notice dated April 30, 2025.

3 21. Plaintiff was employed by Defendants as a customer relations manager from
4 about September 28, 2023, through February 18, 2025.

5 22. The position required Plaintiff to work more than 8 hours a day and/or 40 hours
6 per week without lawful compensation. Plaintiff and Aggrieved Employees were regularly not
7 paid for minimum wages and overtime for compensable work time spent under the control of
8 Defendant, including off-the-clock work, which was in excess of regularly scheduled, eight-hour
9 daily shifts.

10 23. Plaintiff and Aggrieved Employees were not paid for all compensable work time
11 at the correct rate of pay. Plaintiff and Aggrieved Employees received non-discretionary pay in
12 the form of a “bonus” that was not included in overtime compensation and all required premium
13 pay.

14 24. Plaintiff and Aggrieved Employees were subject to not having all their
15 compensable work time recorded due to Defendants’ lack of adequate staffing. Not all of Plaintiff
16 and Aggrieved Employees’ compensable work time spent under the control of Defendants was
17 accounted for and compensated. Specifically, Plaintiff is informed and believes that Defendants
18 (1) adjusted clock in and clock out times to the disadvantage of Plaintiff and other Aggrieved
19 Employees by rounding up clock-in times when Plaintiff and Aggrieved Employees clocked-in
20 before the scheduled start of their respective shifts and rounded down clock-out times when
21 Plaintiff and Aggrieved Employees worked past the scheduled end time for their shifts, as well
22 as (2) requiring Plaintiff and Aggrieved Employees to continue working when ostensibly on
23 duty-free meal periods, or requiring them to return to work before the end of their thirty-minute
24 meal periods but prohibiting them from clocking back in until the legally required thirty-minute
25 mark.

26 25. Based on information and belief, Plaintiff believes she and Aggrieved Employees
27 were also not being reimbursed for all necessary expenses incurred in the performance of their
28 job duties. Specifically, Defendants required Plaintiff and Aggrieved Employees, regardless of

1 classification, to use their personal cellular telephones to communicate with colleagues,
2 supervisors, and customers in the course of performing their respective duties but failed to
3 reimburse them for use of the personal cellular devices nor the consumption of personal calling.

4 26. Defendants failed to authorize and permit all required meal and rest periods for
5 Plaintiff and Aggrieved Employees because, upon information and belief, Defendants
6 maintained unlawful meal/rest period policies and practices. In order to curtail labor costs,
7 Defendants regularly did not staff enough employees to provide sufficient coverage to maintain
8 their business operations so Plaintiff and Aggrieved Employees could not both complete their
9 assigned daily duties and take complete, timely and uninterrupted meal and rest breaks.
10 Defendants prioritized completion of daily duties and customer satisfaction ahead of meal and
11 rest period compliance. Defendants failed to provide Plaintiff and Aggrieved Employees with an
12 additional hour of premium pay at the regular rate of pay for each meal/rest period violation, as
13 required by Labor Code section 226.7.

14 27. As a result of the violations described above, Plaintiff and Aggrieved Employees
15 experienced collateral or derivative violations. Specifically, Defendants failed to provide
16 Plaintiff and Aggrieved Employees accurate itemized wage statements in writing in compliance
17 with Labor Code section 226 and failed to compensate Plaintiff and Aggrieved Employees for
18 all wages owed at the time employment with Defendants had ended.

19 28. Pursuant to Labor Code section 2699, subdivision (a), any provision of the Labor
20 Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its
21 departments, divisions, commissions, boards, agencies or employees for violation of the code
22 may, as an alternative, be recovered through a civil action brought by an aggrieved employee on
23 behalf of herself and other current or former employees pursuant to the procedures specified in
24 Labor Code section 2699.3.

25 29. For all provisions of the Labor Code except those for which a civil penalty is
26 specifically provided, Labor Code section 2699, subdivision (f) imposes upon Defendant a
27 penalty of one hundred dollars (\$100.00) for each Aggrieved Employee per pay period for the
28 initial violation and two hundred dollars (\$200.00) for each Aggrieved Employee per pay period

1 for each subsequent pay period in which Defendant violated these provisions of the Labor Code.

2 30. Defendants' conduct during the PAGA period with respect to Plaintiff and
3 Aggrieved Employees violates numerous Labor Code sections as detailed herein.

4 31. Plaintiff alleges that Defendants have engaged in a systematic pattern of wage
5 and hour violations under the California Labor Code and IWC Wage Orders.

6 32. At all relevant times herein, Defendants employed Plaintiff and Aggrieved
7 Employees who were subject to the employment policies described herein, in whole or in part,
8 and therefore suffered at least one or more of the violations set forth herein.

9 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants
10 knew or should have known that Plaintiff and Aggrieved Employees were entitled to receive
11 wages for all hours worked, including the applicable minimum, regular, and overtime wages,
12 and that they were not receiving all wages earned for work that was required to be performed. In
13 violation of the Labor Code and IWC Wage Orders, Defendant failed to pay Plaintiff and
14 Aggrieved Employees for all hours worked. Accordingly, Defendants failed to pay Plaintiff and
15 Aggrieved Employees all earned minimum, regular, and/or overtime compensation.

16 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants
17 knew or should have known that Plaintiff and Aggrieved Employees were entitled to receive all
18 required meal periods or payment of one (1) additional hour of pay at Plaintiff and Aggrieved
19 Employees' regular rate of pay when they did not receive a timely, uninterrupted off-duty meal
20 period. In violation of the Labor Code and IWC Wage Orders, Defendants had a pattern, practice,
21 and policy of not providing timely meal periods. Defendants failed to pay an additional hour of
22 pay to Plaintiff and Aggrieved Employees for late meal periods. As a result of Defendants'
23 unlawful policy and practice, Plaintiff and aggrieved employees did not receive all meal periods
24 or payment of one (1) additional hour of pay at Plaintiff's and Aggrieved Employees' regular
25 rate of pay when they did not receive a timely, uninterrupted 30 minute off-duty meal period.

26 35. Plaintiff is informed and believes, and based thereon alleges, that Defendants
27 knew or should have known that Plaintiff and Aggrieved Employees were entitled to receive all
28 required rest periods or payment of one (1) additional hour of pay at Plaintiff and Aggrieved

1 Employees' regular rate of pay when they did not receive a timely, uninterrupted off-duty rest
2 period. In violation of the Labor Code and IWC Wage Orders, Defendants had a pattern, practice,
3 and policy of not providing timely rest periods. Defendant failed to pay an additional hour of
4 pay to Plaintiff and Aggrieved Employees for each rest periods were not provided or was
5 interrupted. As a result of Defendants' unlawful policy and practice, Plaintiff and Aggrieved
6 Employees did not receive all required rest periods or payment of one (1) additional hour of pay
7 at Plaintiff's and Aggrieved Employees' regular rate of pay when they did not receive a timely,
8 uninterrupted 10 minute off-duty rest period.

9 36. Plaintiff is informed and believes, and based thereon alleges, that Defendants
10 knew or should have known that Plaintiff and certain Aggrieved Employees were entitled to
11 timely payment of wages due upon separation of employment. In violation of the Labor Code,
12 Plaintiff and certain Aggrieved Employees did not receive payment of all wages due, within
13 permissible time periods, upon separation of employment.

14 37. Plaintiff is informed and believes, and based thereon alleges, that Defendants
15 knew or should have known that Plaintiff and Aggrieved Employees were entitled to receive
16 itemized wage statements that accurately showed their actual hours worked, total hours worked,
17 number of hours worked at each hourly rate, gross and net wages earned, and correct employer
18 information in accordance with California law. As a result of the wage violations specified
19 above, and in violation of the Labor Code, Plaintiff and Aggrieved Employees were not provided
20 with accurate itemized wage statements that accurately reported their gross and net wages
21 earned, total hours worked, each applicable rate of pay in effect during the pay period with the
22 corresponding number of hours worked, and the address of the legal entity that is the employer,
23 among other things.

24 38. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
25 should have known that Defendants were required to maintain accurate records of the hours
26 worked by Plaintiff and Aggrieved Employees. In violation of the Labor Code, Defendants failed
27 to maintain accurate records of hours worked by Plaintiff and Aggrieved Employees due to its
28 off-the-clock and/or unfair rounding practices, among other things.

1 **FIRST CAUSE OF ACTION**

2 **(Civil Penalties Under the Private Attorneys General Act,**
3 **Labor Code § 2699 et seq., For Violations of the Labor Code)**

4 39. Plaintiff realleges and incorporates by reference the preceding paragraphs of this
5 Complaint as if fully alleged herein.

6 40. By this complaint, Plaintiff brings this case as a representative action seeking
7 penalties for herself, the Aggrieved Employees, and the State of California in a representative
8 capacity, as provided by the PAGA, Labor Code sections 2698 et seq. Plaintiff is an Aggrieved
9 Employee who was employed by Defendants and subject to at least one of the Labor Code
10 violations set forth in Labor Code section 2699.5. Plaintiff specifically alleged the following in
11 their notice to the LWDA and Defendants: violation of Labor Code sections 201, 202, 203, 204,
12 226, 226.7, 510, 512, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802.

13 41. Under Labor Code section 2699.3, subdivision (a), a plaintiff may bring a cause
14 of action under PAGA only after giving the LWDA and the employer notice of the Labor Code
15 sections alleged to have been violated, and after receiving notice from the LWDA of its intention
16 not to investigate, or after 65 days have passed without notice from the LWDA.

17 42. Prior to filing this complaint, on April 30, 2025, Plaintiff gave written notice of
18 the specific provisions alleged to have been violated, including the facts and theories to support
19 the alleged violations, as required by Labor Code section 2699.3 to Defendants CARSON
20 CHEVROLET LLC, CHINO FORD LLC, LAX AUTO CENTER LLC, LONG BEACH FORD
21 LLC, TUSTIN DEALERSHIP LLC, BPSN II LLC, FAB4 LLC, VAN NUYS LLC, VISTA
22 PALMDALE LLC. The written notice was given via certified mail to Defendants, and the
23 LWDA by electronically filing the notice via the Department of Industrial Relations website.
24 Plaintiff was given an LWDA case number of LWDA-CM-1095607-25 for CARSON
25 CHEVROLET; LWDA-CM-1095612-25 for CHINO FORD LLC; LWDA-CM-1095617-25 for
26 LAX AUTO CENTER LLC; LWDA-CM-1095619-25 for LONG BEACH FORD LLC;
27 LWDA-CM-1095622-25 for TUSTIN DEALERSHIP LLC; LWDA-CM-1095627-25 for BPSN
28 II LLC; LWDA-CM-1095628-25 for FAB4 LLC; LWDA-CM-1095633-25 for VAN NUYS

1 LLC; and LWDA-CM-1095635-25 for VISTA PALMDALE LLC.

2 43. The LWDA has not provided Plaintiff with any notice that it intends to investigate
3 the violations as alleged in Plaintiff's notices, and more than 65 calendar days have elapsed since
4 the postmark date on the latter notice.

5 44. California Labor Code §§2698-2699.5, in relevant part provides, "any provision
6 of this code that provides for a civil penalty to be assessed and collected by the Labor and
7 Workforce Development Agency...for a violation of this code, may, as an alternative, be
8 recovered through a civil action brought by an Aggrieved Employee on behalf of himself or
9 herself and other current or former employees pursuant to the procedures specified in Section
10 2699.3."

11 45. As an Aggrieved Employee, Plaintiff brings this civil action to recover civil
12 penalties for Defendants' Labor Code violations.

13 **First Violation**

14 **(Failure to Provide Meal Periods, in Violation of Labor Code Section 512)**

15 46. Under California Labor Code § 512(a), "An employer may not employ an
16 employee for a work period of more than five hours per day without providing the employee
17 with a meal period of not less than 30 minutes, except that if the total work period per day of the
18 employee is no more than six hours, the meal period may be waived by mutual consent of both
19 the employer and employee."

20 47. Defendants violated Labor Code § 512 by failing to provide Plaintiff and
21 Aggrieved Employees who worked shifts of greater than five hours, uninterrupted and/or timely
22 meal periods within the first five hours of the shifts worked. Defendants, furthermore, did not
23 provide the requisite second meal period after working more than 10 hours.

24 48. Defendants failed to pay Plaintiff one hour's pay at Plaintiff's regular rate of pay
25 for each day Defendants failed to provide a meal period in compliance with section 512.

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1 **Second Violation**

2 **(Failure to Provide Rest Periods, in Violation of Labor Code Section 226.7)**

3 49. Under California Labor Code §226.7(b), “An employer shall not require an
4 employee to work during a meal or rest or recovery period mandated pursuant to an applicable
5 statute, or applicable regulation, standard, or order of the Industrial Welfare Commission”

6 50. Industrial Welfare Commission (IWC) provides, “Every employer shall authorize
7 and permit all employees to take rest periods, which insofar as practicable shall be in the middle
8 of each work period. The authorized rest period time shall be based on the total hours worked
9 daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof.”

10 51. Defendants failed to authorize and permit Plaintiff and Aggrieved Employees to
11 take rest periods and mandated by the Wage Order.

12 52. Under § 226.7(c), an employer who violates § 226.7(b), “...shall pay the
13 employee one additional hour of pay at the employee’s regular rate of compensation for each
14 workday that the meal or rest or recovery period is not provided.”

15 53. Defendants failed to pay Plaintiff and Aggrieved Employees who were not
16 provided rest periods one hour of pay at their regular rate of pay.

17 **Third Violation**

18 **(Failure to Provide Complete and Accurate Wage Statements,**
19 **in Violation of Labor Code Section 226)**

20 54. Under California Labor Code § 226(a), an employer is legally obligated to
21 provide its employees, semi-monthly or at the time of payment of wages, “an accurate itemized
22 statement in writing...”

23 55. Plaintiff, on behalf of the State of California and the LWDA, seeks civil penalties
24 for Defendants’ Labor Code violations alleged herein, as well as attorney’s fees and costs, under
25 Labor Code § 2699.

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1 **Fourth Violation**

2 **(Failure to Pay Overtime Wages)**

3 56. Pursuant to California Labor Code §§ 510, 1194, and IWC Wage Orders, an
4 employer is required to compensate employees for all overtime, which is calculated at one and
5 one-half (1½) times the regular rate of pay for all hours worked in excess of eight (8) hours per
6 day and/or forty (40) hours per week, and for the first eight (8) hours on the seventh consecutive
7 workday, with double time for all hours worked in excess of twelve (12) hours in any workday
8 and for all hours worked in excess of eight (8) hours on the seventh consecutive day of work in
9 any workweek.

10 57. Plaintiff, on behalf of the State of California and the LWDA, seeks civil penalties
11 for Defendants' Labor Code violations alleged herein, as well as attorney's fees and costs, under
12 Labor Code § 2699.

13 **Fifth Violation**

14 **(Failure to Pay Minimum Wages)**

15 58. Pursuant to California Labor Code §§ 1194, 1197, and IWC Wage Orders,
16 payment to an employee of less than the applicable minimum wage for all hours worked in a
17 payroll period is unlawful.

18 59. Plaintiff, on behalf of the State of California and the LWDA, seeks civil penalties
19 for Defendants' Labor Code violations alleged herein, as well as attorney's fees and costs, under
20 Labor Code § 2699.

21 **Sixth Violation**

22 **(Failure to Timely Pay Wages During Employment)**

23 60. Pursuant to California Labor Code § 204, for all labor performed between the 1st
24 and 15th days of any calendar month, an employer is required to pay its employees between the
25 16th and 26th day of the month during which the labor was performed. California Labor Code §
26 204 also provides that for all labor performed between the 16th and 26th days of any calendar
27 month, Defendants were required to pay their employees between the 1st and 15th day of the
28 following calendar month. In addition, California Labor Code § 204 provides that all wages

1 earned for labor in excess of the normal work period shall be paid no later than the payday of the
2 next regular payroll period.

3 61. Plaintiff, on behalf of the State of California and the LWDA, seeks civil penalties
4 for Defendants' Labor Code violations alleged herein, as well as attorney's fees and costs, under
5 Labor Code § 2699.

6 **Seventh Violation**

7 **(Failure to Pay All Wages Due to Discharged and Quitting Employees)**

8 62. Pursuant to California Labor Code § 201, 202, and 203, Defendants are required
9 to pay all earned and unpaid wages to an employee who is discharged. California Labor Code §
10 201 mandates that if an employer discharges an employee, the employee's wages accrued and
11 unpaid at the time of discharge are due and payable immediately.

12 63. Plaintiff, on behalf of the State of California and the LWDA, seeks civil penalties
13 for Defendants' Labor Code violations alleged herein, as well as attorney's fees and costs, under
14 Labor Code § 2699.

15 **Eighth Violation**

16 **Failure to Reimburse Business Expenses in Violation of Labor Code § 2802**

17 **(Against all Defendants and DOES 1 to 50, inclusive)**

18 64. Labor Code § 2802 provides that an employer shall indemnify his or her
19 employee for all necessary expenditures or losses incurred by the employee in direct
20 consequence of the discharge of his or her duties, or of his or her obedience to the directions of
21 the employer.

22 65. Defendants failed to indemnify and reimburse Plaintiff for all necessary
23 expenditures or losses incurred by Plaintiff in direct consequence of the discharge of Plaintiff's
24 job duties.

25 66. Pursuant to Labor Code § 2802, Plaintiff is entitled to recover business expenses
26 incurred as a result of discharging his duties, including interest.

27 67. Plaintiff, on behalf of the State of California and the LWDA, seeks civil penalties
28 for Defendants' Labor Code violations alleged herein, as well as attorney's fees and costs, under

1 Labor Code § 2699.

2 **Ninth Violation**

3 **Violation Of Sick Pay Labor Code §§ 201-203, 233 & 246**

4 **(Against all Defendants and DOES 1 to 50, inclusive)**

5 68. Plaintiff realleges and incorporates by reference the preceding paragraphs as
6 though fully set for herein.

7 69. Labor Code § 233 provides that an employer must permit an employee to use
8 accrued sick leave in accordance with Labor Code § 246.5 at the employee's then current rate of
9 entitlement. Labor Code § 246 provides that an employee is entitled to sick pay wages for use of
10 accrued sick leave. An employer must calculate paid sick leave by using one of two calculations:
11 (i) "Paid sick time for nonexempt employees shall be calculated in the same manner as the
12 regular rate of pay for the workweek in which the employee uses paid sick time, whether or not
13 the employee actually works overtime in that workweek," or (ii) "Paid sick time for nonexempt
14 employees shall be calculated by dividing the employee's total wages, not including overtime
15 premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days
16 of employment."

17 70. As a policy and practice, Defendants unlawfully failed to pay sick pay at the
18 regular rate of pay. Plaintiff and Aggrieved Employees routinely earned non-discretionary
19 remuneration, which increased their regular rate of pay. However, when sick pay was paid, it
20 was paid at the base rate of pay for Plaintiff and Aggrieved Employees, as opposed to the correct,
21 higher regular rate of pay.

22 71. Moreover, Labor Code § 204 generally provides that wages are due and payable
23 twice during each calendar month, on days designated in advance by the employer as the regular
24 paydays. Consistent with Labor Code § 204, Labor Code § 246 also provides that an employer
25 shall provide payment for sick leave taken by an employee no later than the payday for the next
26 regular payroll period after the sick leave was taken. Labor Code § 201 provides if an employer
27 discharges an employee, the wages earned and unpaid at the time of discharge are due and
28 payable immediately. Labor Code § 202 provides that an employee is entitled to receive all

1 unpaid wages no later than 72 hours after an employee quits his or her employment, unless the
2 employee has given seventy-two (72) hours previous notice of his or her intention to quit, in
3 which case the employee is entitled to his or her wages at the time of quitting. Labor Code § 203
4 provides that if an employer willfully fails to pay wages owed in accordance with Labor Code
5 §§ 201 and 202, then the wages of the employee shall continue as a penalty from the due date,
6 and at the same rate until paid, but the wages shall not continue for more than thirty (30) days.

7 72. Based on Defendants' failure to pay all sick pay to Plaintiff and Aggrieved
8 Employees, and as a matter of policy and practice, Defendants failed to timely pay Plaintiff and
9 Aggrieved Employees all due wages or timely pay all due wages upon separation of employment.
10 On information and belief, Defendants were advised by skilled lawyers and knew, or should have
11 known, of the mandates of the Labor Code as it relates to Plaintiff's allegations. Defendants thus
12 violated Sections 201-204 by not timely paying all due wages and not timely paying all due
13 wages upon the separation of employment.

14 73. As a pattern and practice, Defendants regularly and willfully failed to pay
15 Plaintiff and Aggrieved Employees their correct wages and accordingly owe damages,
16 restitution, and applicable penalties, including waiting time penalties.

17 **Tenth Violation**

18 **Violation Of Vacation Pay Labor Code § 227.3**

19 **(Against all Defendants and DOES 1 to 50, inclusive)**

20 74. Plaintiff realleges and incorporates by reference all of the allegations contained
21 in the preceding paragraphs of this Complaint as though fully set forth hereon.

22 75. According to Labor Code section 227.3, whenever a contract of employment or
23 employer policy provides for paid vacations, and an employee is terminated without having taken
24 off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in
25 accordance with such contract of employment or employer policy respecting eligibility or time
26 served.

27 76. Plaintiff is informed and believes, and based thereon alleges that, at all times
28 relevant hereto, Defendants promulgated and maintained a uniform policy providing for paid

vacations, and that Plaintiff's employment contract with Defendants included paid vacations.

77. For at least one year and 65 days prior to the filing of this action and continuing to the present, Defendants have had a consistent policy of failing to provide Plaintiff and Aggrieved Employees within the State of California with compensation at their final rate of pay for unused vested paid vacation days pursuant to Labor Code section 227.3.

78. As a proximate result of Defendants' failure to pay vested vacation at the final rate of Plaintiff and Aggrieved Employees upon their resignation or termination, Defendants violated Labor Code section 227.3, entitling Plaintiff and Aggrieved Employees to all vested and unused vacation pay at their final rate of pay, as set out in Defendants' policy or the contract of employment between Plaintiff and Aggrieved Employees, on the one hand, and Defendants, on the other hand.

79. As a further proximate result of Defendants' above-described acts and/or omissions, Plaintiff and Aggrieved Employees are entitled to recover reasonable attorneys' fees, costs of suit and prejudgment interest.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for the following relief:

1. For penalties in an amount according to proof;
2. For reasonable attorney's fees and costs pursuant to PAGA; and
3. For such other and further relief as this Court may deem just and proper.

Respectfully Submitted,

Dated: August 12, 2025

WORK LAWYERS PC



Justin Lo, Esq.
Attorney for Plaintiff DAISY CARLOS and
Aggrieved Employees