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HAMID KONDORI and JOHN JEROME, on
behalf of themselves, those similarly situated, and
aggrieved California-based non-exempt employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

HAMID KONDORI and JOHN JEROME,
on behalf of themselves, those similarly situated,
and all aggrieved California-based non-exempt
employees,

Plaintiffs,

vs.

MISSION IMPORTS, a California Corporation;
FOOTHILL RANCH IMPORTS LLC; and
DOES 1 through 25, inclusive,

Defendants.

Case No. 30-2022-01295280-CU-OE-CXC

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR DAMAGES AND
ENFORCEMENT ACTION UNDER THE
PRIVATE ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE §§ 2698 ET
SEQ.**

1. Violation of California Labor Code Sections 510 and 1198 (Unpaid Overtime);
2. Violation of California Labor Code Sections 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
3. Violation of California Labor Code Sections 226.7 and 512 (Unpaid Meal Period Premiums);
4. Violation of California Labor Code Section 226.7 (Unpaid Rest Period

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- Premiums);
5. Violation of California Labor Code Sections 226(a) (Failure to Provide Accurate Wage Statements);
 6. Violation of California Labor Code Sections 201, 202, and 203 (Final Wages Not Timely Paid);
 7. Violation of California Labor Code Section 221 (Chargebacks);
 8. Conversion
 9. Violation of California Business and Professions Code Sections 17200 et seq. (Unfair and Unlawful Business Practices); and
 10. Violation of Cal. Labor Code § 2699, et seq. (Private Attorneys General Act)

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiffs HAMID KONDORI and JOHN JEROME (“Plaintiffs”), on behalf of themselves and on behalf of other aggrieved California-based non-exempt employees pursuant to the California Labor Code Private Attorneys General Act (“PAGA”), and allege as follows:

JURISDICTION AND VENUE

1. This representative action is brought pursuant to California Code of Civil Procedure section 382 and California Labor Code section 2698, et seq.

2. The monetary damages, restitution, statutory penalties, and other applicable legal and equitable relief sought by Plaintiffs exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

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

4. This Court has jurisdiction over all Defendants because, upon information and belief, Defendants are either citizens of California, have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice. Further, no federal question is at issue because the claims asserted herein are based solely on California law.

5. Venue is proper in this Court because, upon information and belief, Defendants maintain offices, have agents, employ individuals, and/or transact business in the State of California, County of Orange. The majority of the acts, events, and violations alleged herein relating to Plaintiffs occurred in the State of California, County of Orange.

THE PARTIES

6. At all times herein mentioned, Plaintiff HAMID KONDORI was a resident of Orange County in the State of California.

7. At all times herein mentioned, Plaintiff JOHN JEROME was a resident of Orange County in the State of California.

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1 8. At all times herein mentioned, Defendant MISSION IMPORTS, was and is, upon
2 information and belief, a California corporation that does substantial business in the State of
3 California, and on that basis is a California resident, and at all times hereinafter mentioned, an
4 employer whose employees are engaged throughout this county and the State of California.

5 9. At all times herein mentioned, Defendant FOOTHILL RANCH IMPORTS LLC was
6 and is, an employer who does business in California, with locations throughout the state of California.

7 10. Plaintiffs are unaware of the true names or capacities of the Defendants sued herein
8 under the fictitious names DOES 1 through 25 but will seek leave of this Court to amend the complaint
9 and serve such fictitiously named Defendants once their names and capacities become known.

10 11. Plaintiffs are informed and believe, and thereon allege, that each and all of the acts and
11 omissions alleged herein were performed by, or are attributable to, MISSION IMPORTS; FOOTHILL
12 RANCH IMPORTS LLC, and/or DOES 1 through 25 (collectively “Defendants”), each acting as the
13 agent, employee, alter ego, and/or joint venturer of, or working in concert with, each of the other co-
14 Defendants and within the course and scope of such agency, employment, joint venture, or concerted
15 activity with legal authority to act on the others’ behalf. The acts of any and all Defendants represent
16 and were in accordance with Defendants’ official policy.

17 12. At all relevant times, Defendants were the employers of Plaintiffs within the meaning
18 of all applicable state laws and statutes. Defendants directly or indirectly controlled or affected the
19 working conditions, wages, working hours, and conditions of employment of Plaintiffs so as to make
20 each of said Defendant Employers liable under the statutory provisions set forth herein. Defendants
21 had the authority to hire and terminate Plaintiffs, those similarly situated, and the other aggrieved
22 employees, to set work rules and conditions of their employment, and to supervise their daily
23 employment activities.

24 13. Defendants exercised sufficient authority over the terms and conditions of Plaintiffs,
25 those similarly situated, and the other aggrieved employees’ employment for them to be joint
26 employers of Plaintiffs, those similarly situated, and the other aggrieved employees.

27 14. Defendants directly hired and paid wages and benefits to Plaintiffs, those similarly
28 situated, and the other aggrieved employees.

1 15. Defendants continue to employ non-exempt employees, including employees paid on
2 an hourly basis and employees paid in whole or in part on a commission or piece-rate basis.

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

7 17. Plaintiffs are informed and believe, and thereon allege, that each of said Defendants is
8 in some manner intentionally, negligently, or otherwise responsible for the acts, omissions,
9 occurrences, and transactions alleged herein.

10 **CLASS ACTION ALLEGATIONS**

11 18. Plaintiffs bring this lawsuit as a class action on behalf of themselves and all others
12 similarly situated, as members of a proposed class pursuant to California Code of Civil Procedure
13 section 382. The class satisfies the numerosity, commonality, typicality, adequacy, predominance,
14 and superiority requirements under California Code of Civil Procedure section 382.

15 19. The proposed class is defined as follows:

16 All current and former hourly-paid and/or non-exempt employees who worked for
17 Defendants in the State of California at any time during the period from four years prior
18 to the date of the filing of the original Complaint until final judgment.

19 20. Plaintiffs reserve the right to establish subclasses as appropriate.

20 21. There is a well-defined community of interest in the litigation and the Class is easily
21 ascertainable.

22 22. The Class is so numerous that the individual joinder of all its members is impracticable.
23 While the exact number and identities of class members are unknown to Plaintiffs at this time, the
24 exact number of class members and their identities can be ascertained through appropriate discovery
25 from records maintained by Defendants and their agents.

26 23. Common questions of fact and law exist as to all class members, which predominate
27 over any questions affecting only individual members of the Class. The common legal and factual
28 questions which do not vary from class member to class member and which may be determined

without reference to the individual circumstances of any class member include, but are not limited to, the following:

- i. Whether Defendants had a policy and practice of failing to pay overtime wages to Plaintiffs and the other class members for all overtime hours worked;
- ii. Whether Defendants had a policy and practice of failing to pay minimum wages to Plaintiffs and the other class members for all hours worked;
- iii. Whether Defendants had a policy and practice of failing to provide meal periods to Plaintiffs and the other class members;
- iv. Whether Defendants had a policy and practice of failing to provide rest periods to Plaintiffs and the other class members;
- v. Whether Defendants failed to pay their hourly-paid and/or non-exempt employees in the State of California for all hours worked, and for all missed, short, late, and/or interrupted meal periods and rest breaks;
- vi. Whether Defendants' failure to pay wages, without abatement or reduction, in accordance with the California Labor Code, was willful;
- vii. Whether Defendants failed to pay all wages due to Plaintiffs and the other class members within the required time upon their discharge or resignation;
- viii. Whether Defendants failed to comply with wage reporting as required by the California Labor Code; including, *inter alia*, section 226;
- ix. Whether Defendants' conduct was willful or reckless;
- x. Whether Defendants had a policy and practice of taking chargebacks from the earned commissions of its sales representatives constituting conversion, and/or in violation of California Labor Code sections 221;
- xi. Whether Defendants engaged in unfair business practices in violation of California Labor Code sections 201 and 202.
- xii. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and
- xiii. Whether Plaintiffs and the other class members are entitled to compensatory damages

pursuant to the California Labor Code.

24. Plaintiffs' claims are typical of the claims of the Class, and Plaintiffs' interests are coincident with and not antagonistic to those of the other class members they seek to represent. Plaintiffs will fairly and adequately protect the interests of the members of the Class. Plaintiffs have retained attorneys experienced in the prosecution of class actions and Plaintiffs intend to prosecute this action vigorously.

25. A class action is superior to other available methods for the fair and efficient adjudication of this controversy, since individual litigation of the claims of all class members is impracticable. Even if every class member could afford individual litigation, the court system could not. It would be unduly burdensome on the courts in which individual litigation of numerous cases would proceed. Individualized litigation would also present the potential for varying, inconsistent or contradictory judgments and would magnify the delay and expense to all parties and to the court system resulting from multiple trials of the same complex factual issues. By contrast, the conduct of this action as a class action, with respect to some or all of the issues presented in this Complaint, presents fewer management difficulties, conserves the resources of the parties and of the court system, and protects the rights of each class member.

26. Certification of this lawsuit as a class action will advance public policy objectives. Employers of this great state violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. However, class actions provide the class members who are not named in the complaint anonymity that allows for the vindication of their rights.

PAGA ALLEGATIONS

26. At all times set forth herein, PAGA was applicable to Plaintiffs' employment by Defendants.

27. At all times set forth herein, PAGA provides that any provision of law under the California Labor Code that provides for a civil penalty, including unpaid wages and premium wages, to be assessed and collected by the California Labor & Workforce Development Agency (“LWDA”) for violations of the California Labor Code may, as an alternative, be recovered through a civil action

1 brought by an aggrieved employee on behalf of himself and other current or former employees
2 pursuant to procedures outlined in California Labor Code section 2699.3.

3 28. Pursuant to PAGA, a civil action may be brought by an “aggrieved employee,” who is
4 any person that was employed by the alleged violator and against whom one or more of the alleged
5 violations was committed.

6 29. Plaintiffs were employed by Defendants and the alleged violations were committed
7 against them during their time of employment and they are, therefore, aggrieved employees. Plaintiffs
8 and the other employees are “aggrieved employees” as defined by California Labor Code section
9 2699(c) in that they are current or former employees of Defendants and one of more of the alleged
10 violations were committed against them.

11 30. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee,
12 including Plaintiffs, may pursue a civil action arising under PAGA after the following requirements
13 have been met:

14 (a) The aggrieved employee shall give written notice by certified mail (hereinafter
15 “Employee’s Notice”) to the LWDA and the employer of the specific provisions of the
16 Labor Code alleged to have been violated, including the facts and theories to support the
17 alleged violations.

18 (b) The LWDA shall provide notice (hereinafter “LWDA Notice”) to the employer and the
19 aggrieved employee by certified mail that it does not intend to investigate the alleged
20 violation within sixty (60) calendar days of the postmark date of the Employee’s Notice.
21 Upon receipt of the LWDA Notice, or if the LWDA Notice is not provided within sixty-
22 five (65) calendar days of the postmark date of the Employee’s Notice, the aggrieved
23 employee may commence a civil action pursuant to California Labor Code section 2699
24 to recover civil penalties in addition to any other penalties to which the employee may be
25 entitled.

26 31. On September 29, 2022, Plaintiffs provided notice by electronic submission to the
27 LWDA and by certified mail to Defendants regarding the specific provisions of the Labor Code alleged
28 to have been violated, including the facts and theories to support the alleged violations, pursuant to

1 Labor Code section 2699.3. Plaintiffs did not receive an LWDA Notice within sixty-five calendar
2 days of providing the Employee's Notice.

3 32. Therefore, the administrative prerequisites under California Labor Code section
4 2699.3(a) to recover civil penalties against Defendants, in addition to other remedies for violations of
5 California Labor Code sections 201, 202, 203, 204, 221, 226(a), 226.7, 510, 512(a), 1174(d), 1194,
6 1197, 1197.1, and 1198 have been satisfied.

7 **GENERAL ALLEGATIONS**

8 33. Defendants, jointly and severally, employed Plaintiff John Jerome from approximately
9 October 3, 2005, to October 31, 2021, and employed Plaintiff Hamid Kondori from May of 2014
10 through February 7, 2022, as Financial and Lease Managers in its location in Laguna Niguel,
11 California.

12 34. Defendants hired Plaintiffs, those similarly situated, and the aggrieved employees but
13 failed to properly pay them all overtime wages and minimum wages for all hours worked, failed to
14 provide all meal and rest breaks to which they were entitled, failed to timely pay wages during and
15 upon termination of employment, failed to provide accurate wage statements, and failed to adhere to
16 other related protections afforded by the California Labor Code and applicable Industrial Welfare
17 Commission Wage Order.

18 35. Plaintiffs, those similarly situated, and the aggrieved employees earned wages based
19 on commissions on the gross profit generated from finance and lease transactions minus "chargebacks"
20 for customer cancellations of warranties or other similar activities. These "chargebacks" were
21 incorrectly and improperly deducted from their paychecks. Defendant's CFO and Controller Jodie
22 Robison was responsible for calculating the chargebacks. However, rather than informing Plaintiffs,
23 those similarly situated, and the aggrieved employees which customers the chargebacks were for, and
24 relating them back to the commission rate at the time of the sale, Ms. Robison would deduct lump
25 sums from the commission payments. This often resulted in a charge back at a higher rate than the
26 effective rate at the time the customer purchased the car. In effect, Plaintiffs, those similarly situated,
27 and the aggrieved employees were paying more for the chargeback than they received for the particular
28 sale.

1 36. On numerous occasions, Plaintiffs requested information related to the chargebacks so
2 they could determine what the chargebacks were for, and if the correct commission rates were applied.
3 Each time, their requests were ignored. Defendants continued to deduct chargebacks from their pay
4 without providing information related to how the chargeback amounts were calculated, what
5 customers they were for, and what commission rates were applied.

6 37. Plaintiffs, those similarly situated, and the aggrieved employees worked over eight (8)
7 hours in a day, and/or forty (40) hours in a week during their employment with Defendants.

8 38. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or
9 should have known that pursuant to California Labor Code sections 510 and 1198, and the applicable
10 IWC Wage Order, Plaintiffs, those similarly situated, and the aggrieved employees were entitled to
11 receive certain wages for overtime compensation and that they were not receiving certain wages for
12 overtime compensation.

13 39. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or
14 should have known that pursuant to California Labor Code sections 1194, 1197, 1197.1, and the
15 applicable IWC Wage Order, Plaintiffs, those similarly situated, and the aggrieved employees were
16 entitled to receive at least minimum wages for all hours worked and that they were not receiving
17 minimum wages for all hours worked.

18 40. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or
19 should have known that pursuant to California Labor Code sections 226.7, 512, and the applicable
20 IWC Wage Order, Plaintiffs, those similarly situated, and the aggrieved employees were entitled to
21 receive a meal period or payment of one (1) additional hour of pay at their regular rate of compensation
22 when they were not provided with an uninterrupted meal period of no less than thirty (30) minutes for
23 a work period of more than five hours per day and that Plaintiffs, those similarly situated, and the
24 aggrieved employees were entitled to receive a second meal period or payment of one (1) additional
25 hour of pay at their regular rate of compensation when they were not provided with an uninterrupted
26 second meal period of no less than thirty (30) minutes for a work period of more than ten (10) hours
27 per day. However, Plaintiffs, those similarly situated, and the aggrieved employees did not receive all

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1 meal periods or payment of one (1) additional hour of pay at their regular rate of compensation when
2 a meal period was missed, shortened, taken late, and/or interrupted.

3 41. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or
4 should have known that pursuant to California Labor Code section 226.7 and the applicable IWC
5 Wage Order, Plaintiffs, those similarly situated, and the aggrieved employees were entitled to receive
6 all rest periods or payment of one (1) additional hour of pay at their regular rate of compensation when
7 they were not provided with an uninterrupted rest period of no less than ten (10) minutes for every
8 four hours, or major fraction thereof, worked. However, Plaintiffs, those similarly situated, and the
9 aggrieved employees did not receive all rest periods or payment of one (1) additional hour of pay at
10 their regular rate of compensation when a rest period was missed, shortened, taken late, and/or
11 interrupted.

12 42. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew
13 or should have known that they could not collect or take from an employee any part of wages
14 theretofore paid by Defendants to Plaintiffs, those similarly situated, and the aggrieved employees
15 pursuant to California Labor Code section 221.

16 43. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew
17 or should have known that they were required to provide Plaintiffs, those similarly situated, and the
18 aggrieved employees with complete and accurate itemized wage statements pursuant to California
19 Labor Code, but failed to do so. Plaintiffs, those similarly situated, and the aggrieved employees were
20 not provided complete and accurate wage statements section 226.

21 44. Plaintiffs are informed and believes, and based thereon alleges, that Defendants knew
22 or should have known that Plaintiffs, those similarly situated, and the aggrieved employees were
23 entitled to receive all wages upon termination of employment, including, without limitation, overtime
24 wages, minimum wages, meal period premium wages, and rest period premium wages, and that they
25 did not receive payment of all wages upon termination of employment in violation of California Labor
26 Code sections 201 and 202.

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1 **FIRST CAUSE OF ACTION**

2 **VIOLATION OF LABOR CODE SECTIONS 510 AND 1198 (UNPAID OVERTIME)**

3 **(Against All Defendants and DOES 1-25)**

4 45. Plaintiffs incorporate herein by specific reference, as though fully set forth, the
5 allegations in all preceding paragraphs.

6 46. California Labor Code section 1198 and the applicable Industrial Welfare Commission
7 (“IWC”) Wage Order provide that it is unlawful to employ persons without compensating them at a
8 rate of pay either time-and-one-half or two-times that person’s regular rate of pay, depending on the
9 number of hours worked by the person on a daily or weekly basis.

10 47. Specifically, the applicable IWC Wage Order provides that Defendants were required
11 to pay Plaintiffs, those similarly situated, and other aggrieved employees at the rate of time-and-one-
12 half for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a
13 workweek.

14 48. The applicable IWC Wage Order further provides that Defendants were required to pay
15 Plaintiffs, those similarly situated, and other aggrieved employees overtime compensation at a rate
16 of two (2) times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

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

22 50. During the relevant time period, Plaintiffs, those similarly situated, and other
23 aggrieved employees regularly worked in excess of eight (8) hours in a day, in excess of twelve (12)
24 hours in a day, and/or in excess of forty (40) hours in a week. However, Defendants did not record
25 Plaintiffs, those similarly situated, and other aggrieved employees’ actual hours worked and
26 intentionally and willfully failed to pay all overtime wages owed to Plaintiffs, those similarly situated,
27 and other aggrieved employees.

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51. Defendants' failure to pay Plaintiffs, those similarly situated, and other aggrieved employees as outlined above violates California Labor Code sections 510 and 1198, and is therefore unlawful.

52. Pursuant to California Labor Code section 1194, Plaintiffs, those similarly situated, and other aggrieved employees are entitled to recover their unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

SECOND CAUSE OF ACTION

VIOLATION OF LABOR CODE SECTIONS 1194, 1197, AND 1197.1

(UNPAID MINIMUM WAGES)

(Against All Defendants and DOES 1-25)

53. Plaintiffs incorporate herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

54. At all relevant times, California Labor Code sections 1194, 1197 and 1197.1 provide that the minimum wage for employees fixed by the Industrial Welfare Commission is the minimum wage to be paid to employees, and the payment of a wage less than the minimum so fixed is unlawful. Plaintiffs, those similarly situated, and other aggrieved employees were not paid the appropriate minimum wage for all of the hours they worked. Plaintiffs, those similarly situated, and other aggrieved employees were not paid the minimum wage for all hours worked, and the wages paid to them were not sufficient to compensate them for all hours they worked at a minimum wage rate on a cumulative basis. Defendants failed to pay Plaintiffs, those similarly situated, and other aggrieved employees for time spent performing duties. Accordingly, Defendants regularly failed to pay at least minimum wages to Plaintiffs, those similarly situated, and other aggrieved employees for all hours he worked in violation of California Labor Code sections 1194, 1197, and 1197.1.

55. Defendants' failure to pay Plaintiffs, those similarly situated, and other aggrieved employees the minimum wage as required violates California Labor Code sections 1194, 1197 and 1197.1. Pursuant to those sections, Plaintiffs, those similarly situated, and other aggrieved employees are entitled to recover the unpaid balance of their minimum wage compensation, as well as interest, costs, and attorneys' fees.

56. Pursuant to California Labor Code section 1194.2, Plaintiffs, those similarly situated, and other aggrieved employees are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

THIRD CAUSE OF ACTION

VIOLATION OF LABOR CODE SECTIONS 226.7 AND 512

(UNPAID MEAL PERIOD PREMIUMS)

(Against All Defendants and DOES 1-25)

57. Plaintiffs incorporate herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

58. At all relevant times herein set forth, the applicable IWC Wage Order(s) and California Labor Code sections 226.7 and 512(a) were applicable to Plaintiffs, those similarly situated, and other aggrieved employees' employment by Defendants.

59. At all relevant times herein set forth, California Labor Code section 226.7 provides that no employer shall require an employee to work during any meal period mandated by an applicable IWC Order.

60. At all relevant times herein set forth, California Labor Code section 512(a) provides that an employer may not require, cause, or permit an employee to work for a period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee.

61. During the relevant time period, Plaintiffs, those similarly situated, and other aggrieved employees who were scheduled to work for a period of time no longer than six (6) hours, and who did not waive their legally-mandated meal periods by mutual consent, were required to work for periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes.

62. During the relevant time period, Plaintiffs, those similarly situated, and other aggrieved employees who were scheduled to work for a period of time in excess of six (6) hours, were required to work for periods longer than five (5) hours without an uninterrupted meal

1 period of not less than thirty (30) minutes.

2 63. During the relevant time period, Plaintiffs, those similarly situated, and other
3 aggrieved employees, who were scheduled to work for a period of time in excess of ten (10) hours but
4 no longer than twelve (12) hours, and who did not waive their legally-mandated meal periods by
5 mutual consent, were required to work in excess of ten (10) hours without receiving a second
6 uninterrupted meal period of not less than thirty (30) minutes.

7 64. During the relevant time period, Plaintiffs, those similarly situated, and other
8 aggrieved employees, who were scheduled to work for a period of time in excess of twelve (12) hours,
9 were required to work for periods longer than ten (10) hours without a second uninterrupted meal
10 period of not less than thirty (30) minutes.

11 65. During the relevant time period, Defendants willfully required Plaintiffs, those
12 similarly situated, and other aggrieved employees to work during meal periods and failed to
13 compensate Plaintiffs, those similarly situated, and other aggrieved employees for work performed
14 during meal periods. As a result, Plaintiffs, those similarly situated, and other aggrieved employees
15 worked through meal periods, took late meal periods, took interrupted meal periods, or took short meal
16 periods, if at all.

17 66. During the relevant time period, Defendants failed to pay Plaintiffs, those similarly
18 situated, and other aggrieved employees all meal period premiums due pursuant to California Labor
19 Code section 226.7 and 512. Defendants' conduct violates applicable IWC Wage Order(s), and
20 California Labor Code sections 226.7 and 512(a).

21 67. Pursuant to the applicable IWC Wage Order and California Labor Code section
22 226.7(b), Plaintiffs, those similarly situated, and other aggrieved employees are entitled to recover
23 from Defendants one additional hour of pay at their regular rate of compensation for
24 each workday that a meal period was not provided.

25 **FOURTH CAUSE OF ACTION**

26 **VIOLATION OF LABOR CODE SECTION 226.7 (UNPAID REST PERIOD PREMIUMS)**

27 **(Against All Defendants and DOES 1-25)**

28 68. Plaintiffs incorporates herein by specific reference, as though fully set forth, the

1 allegations in all preceding paragraphs.

2 69. At all relevant times herein set forth, the applicable IWC Wage Order and California
3 Labor Code section 226.7 were applicable to Plaintiffs, those similarly situated, and other aggrieved
4 employees' employment by Defendants.

5 70. At all relevant times, California Labor Code section 226.7 provides that no employer
6 shall require an employee to work during any rest period mandated by an applicable order of the
7 California IWC.

8 71. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer
9 shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in
10 the middle of each work period" and that the "rest period time shall be based on the total hours worked
11 daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless
12 the total daily work time is less than three and one-half (3½) hours.

13 72. Pursuant to the applicable IWC Wage Order and California Labor Code section
14 226.7(b), Plaintiffs, those similarly situated, and other aggrieved employees were entitled to recover
15 from Defendants one (1) additional hour of pay at their regular hourly rate of compensation for each
16 workday that the rest period was not provided.

17 73. During the relevant time period, Defendants required Plaintiffs, those similarly
18 situated, and other aggrieved employees to work three and one-half (3 ½) or more hours without
19 authorizing or permitting a ten (10) minute rest period per each four (4) hour period, or major fraction
20 thereof, worked.

21 74. During the relevant time period, Defendants willfully required Plaintiffs, those
22 similarly situated, and other aggrieved employees to work during rest periods. Defendants failed to
23 relieve Plaintiffs, those similarly situated, and other aggrieved employees of all duties such that they
24 could take compliant rest breaks. As a result, Plaintiffs worked through rest periods, took late rest
25 periods, took interrupted rest periods, or took short rest periods, if at all.

26 75. Defendants also had no policy and/or practice to pay a premium when rest periods were
27 missed, short, late, and/or interrupted and thus failed to pay Plaintiffs, those similarly situated, and
28 other aggrieved employees the full rest period premium due in violation of California Labor Code

1 section 226.7.

2 76. Defendants' conduct violates the applicable IWC Wage Orders and California Labor
3 Code section 226.7.

4 77. Pursuant to the applicable IWC Wage Orders and California Labor Code section
5 226.7(c), Plaintiffs, those similarly situated, and other aggrieved employees are entitled to recover
6 from Defendants one additional hour of pay at their regular rate of compensation for
7 each workday that a rest period was not provided.

8 **FIFTH CAUSE OF ACTION**

9 **VIOLATION OF LABOR CODE SECTION 226(a)**

10 **(FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS)**

11 **(Against All Defendants and DOES 1-25)**

12 78. Plaintiffs incorporate herein by specific reference, as though fully set forth, the
13 allegations in all preceding paragraphs.

14 79. At all material times set forth herein, California Labor Code section 226(a) provides
15 that every employer shall furnish each of his or her employees an accurate itemized wage statement
16 in writing, including, but not limited to, the name and address of the legal entity that is the employer,
17 total hours worked, and all applicable hourly rates.

18 80. Defendants have intentionally and willfully failed to provide Plaintiffs, those similarly
19 situated, and other aggrieved employees with complete and accurate wage statements. The
20 deficiencies include, among other things, the failure to state all hours worked and the failure to state
21 all hourly rates.

22 81. As a result of Defendants' violation of California Labor Code section 226(a), Plaintiffs,
23 those similarly situated, and other aggrieved employees have suffered injury and damage to their
24 statutorily protected rights.

25 82. Specifically, Plaintiffs, those similarly situated, and other aggrieved employees have
26 been injured by Defendants' intentional violation of California Labor Code section 226(a) because
27 they were denied both their legal right to receive, and their protected interest in receiving, accurate,
28 itemized wage statements under California Labor Code section 226(a). In addition, because

1 Defendants failed to provide the accurate number of total hours worked on wage statements, Plaintiffs,
2 those similarly situated, and other aggrieved employees been prevented by Defendants from
3 determining if all hours worked were paid and the extent of the underpayment. Plaintiffs have had to
4 file this lawsuit, and will further have to conduct discovery, reconstruct time records, and perform
5 computations in order to analyze whether in fact Plaintiffs, those similarly situated, and other
6 aggrieved employees were paid correctly and the extent of the underpayment, thereby causing
7 Plaintiffs to incur expenses and lost time. Plaintiffs would not have had to engage in these efforts and
8 incur these costs had Defendants provided the accurate number of total hours worked. This has also
9 delayed Plaintiffs' ability to demand and recover the underpayment of wages from Defendants.

10 83. Plaintiffs, those similarly situated, and other aggrieved employees are entitled to
11 recover from Defendants the greater of their actual damages caused by Defendants' failure to comply
12 with California Labor Code section 226(a), or an aggregate penalty not exceeding four thousand
13 dollars (\$4,000).

14 **SIXTH CAUSE OF ACTION**

15 **VIOLATION OF LABOR CODE SECTIONS 201, 202, AND 203**

16 **(FINAL WAGES NOT TIMELY PAID)**

17 **(Against All Defendants and DOES 1-25)**

18 84. Plaintiffs incorporate herein by specific reference, as though fully set forth, the
19 allegations in all preceding paragraphs.

20 85. Pursuant to California Labor Code sections 201, 202, and 203, Defendants are required
21 to pay all earned and unpaid wages to an employee who is discharged. California Labor Code section
22 201 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid
23 at the time of discharge are due and payable immediately. California Labor Code section 202
24 mandates that if an employee quits, his or her wages shall become due and payable not later than
25 seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of
26 his or her intention to quit, in which case the employee is entitled to his or her wages at the time of
27 quitting.
28

86. California Labor Code section 203 provides that if an employer willfully fails to pay, in accordance with California Labor Code sections 201 and 202, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not continue for more than thirty (30) days.

87. At the time that Plaintiffs, those similarly situated, and other aggrieved employees' employment with Defendants ended, Defendants knowingly and willfully failed to pay Plaintiffs, those similarly situated, and other aggrieved employees all wages owed to them pursuant to California Labor Code sections 201 and 202, including, without limitation, overtime wages, minimum wages, meal period premium wages, and rest period premium wages.

88. As a result, Plaintiffs, those similarly situated, and other aggrieved employees are entitled to all available statutory penalties, including the waiting time penalties provided in California Labor Code section 203, together with interest thereon, as well as other available remedies.

SEVENTH CAUSE OF ACTION

LABOR CODE SECTION 221

(CHARGEBACKS)

(Against All Defendants and DOES 1-25)

89. Plaintiffs incorporate herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

90. Plaintiffs, those similarly situated, and other aggrieved employees performed work for Defendants.

91. Defendants owed Plaintiffs, those similarly situated, and other aggrieved employees wages under the terms of the employment. Defendants paid wages based on commissions on the gross profit generated from finance and lease transactions minus “chargebacks” for customer cancellations of warranties or other similar activities. These “chargebacks” were incorrectly and improperly deducted from their paychecks. Defendants would deduct lump sums to deduct from the commission payments without informing Plaintiffs, those similarly situated, and the aggrieved employees which customers the chargebacks were for. Defendants also would not relate them back to the commission rate at the

1 time of the sale, resulting in a charge back at a rate higher than the rate in effect at the time the customer
2 purchased the car. Defendants deducted chargebacks from their pay without providing information
3 related to how the chargeback amounts were calculated, what customers they were for, and what
4 commission rates were applied. Defendants also improperly deducted more in chargebacks than had
5 even actually occurred.

6 92. Plaintiffs, those similarly situated, and other aggrieved employees were harmed.

7 93. Defendants' conduct was a substantial factor in causing harm to Plaintiffs, those
8 similarly situated, and other aggrieved employees.

9 94. As a result of Defendants' violation of California Labor Code section 221, Plaintiffs,
10 those similarly situated, and other aggrieved employees have suffered injury and damage to their
11 statutorily protected rights.

12 95. Specifically, Plaintiffs, those similarly situated, and other aggrieved employees have
13 been injured by Defendants' intentional violation of California Labor Code section 221 because
14 Defendants have deducted thousands of dollars in earned wages back from Plaintiffs, those similarly
15 situated, and other aggrieved employees. In addition, because Defendants failed to provide the accurate
16 number of total hours worked on wage statements, Plaintiffs, those similarly situated, and other
17 aggrieved employees have been prevented by Defendants from determining if all hours worked were
18 paid and the extent of the underpayment. Plaintiffs have had to file this lawsuit, and will further have
19 to conduct discovery and perform computations in order to analyze the extent of the conversion, thereby
20 causing Plaintiffs to incur expenses and lost time. Plaintiffs would not have had to engage in these
21 efforts and incur these costs had Defendants provided the accurate number of total hours worked. This
22 has also delayed Plaintiffs' ability to demand and recover the amount of wages converted from
23 Defendants.

24 96. Plaintiffs are also entitled to attorneys' fees under Labor Code section 218.5.

25 **EIGHTH CAUSE OF ACTION**

26 **CONVERSION**

27 **(Against All Defendants and DOES 1-25)**

28 97. Plaintiffs incorporate herein by specific reference, as though fully set forth, the

1 allegations in all preceding paragraphs.

2 98. Plaintiffs, those similarly situated, and other aggrieved employees possessed and/or had
3 a right to possess monies earned and paid to them by Defendants following each paycheck.

4 99. Defendants substantially interfered with their property by knowingly and/or
5 intentionally taking possession of the funds as a chargeback.

6 100. Plaintiffs, those similarly situated, and other aggrieved employees did not consent.
7 Further, they requested accountings as to what the chargebacks were for, but never received full and
8 complete accountings.

9 101. Plaintiffs, those similarly situated, and other aggrieved employees were harmed.

10 102. Defendants' conduct was a substantial factor in causing harm to Plaintiffs, those
11 similarly situated, and other aggrieved employees.

12 103. As a result of Defendants' conversion, Plaintiffs, those similarly situated, and other
13 aggrieved employees have suffered injury and damage.

14 104. Specifically, Plaintiffs, those similarly situated, and other aggrieved employees have
15 been injured by Defendants' intentional conversion because Defendants have deducted thousands of
16 dollars in earned wages back from Plaintiffs, those similarly situated, and other aggrieved employees.
17 In addition, because Defendants failed to provide the accurate number of total hours worked on wage
18 statements, Plaintiffs, those similarly situated, and other aggrieved employees have been prevented by
19 Defendants from determining if all hours worked were paid and the extent of the underpayment.
20 Plaintiffs have had to file this lawsuit, and will further have to conduct discovery and perform
21 computations in order to analyze the extent of the conversion, thereby causing Plaintiffs to incur
22 expenses and lost time. Plaintiffs would not have had to engage in these efforts and incur these costs
23 had Defendants provided the accurate number of total hours worked. This has also delayed Plaintiffs'
24 ability to demand and recover the amount of wages converted from Defendants.

25 105. Plaintiffs, those similarly situated, and other aggrieved employees are entitled to
26 restitution of all monies to be disgorged from Defendants in an amount according to proof at the time
27 of trial.

28 106. Plaintiffs are also entitled to attorneys' fees under Labor Code section 218.5.

NINTH CAUSE OF ACTION
UNFAIR AND UNLAWFUL BUSINESS PRACTICES IN
VIOLATION OF CAL. BUS. & PROF. CODE §§ 17200 ET. SEQ.
(Against All Defendants and DOES 1-25)

107. Plaintiffs incorporate herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

108. Each and every one of Defendants' acts and omissions in violation of the California Labor Code and/or the applicable IWC Wage Order as alleged herein, including but not limited to Defendant's failure and refusal to pay overtime compensation, Defendant's failure and refusal to pay minimum wages, Defendants' failure and refusal to provide required meal periods, Defendants' failure and refusal to provide required rest periods, Defendants' failure and refusal to furnish accurate itemized wage statements, Defendants' use of and methods of chargebacks, and Defendants' failure to timely pay wages upon termination constitutes an unfair and unlawful business practice under California Business and Professions Code § 17200 et seq.

109. Defendants' violations of California wage and hour laws constitute an unfair and unlawful business practice because Defendants' aforementioned acts and omissions were done repeatedly over a significant period of time, and in a systematic manner, to the detriment of Plaintiffs, those similarly situated, and other aggrieved employees.

110. Defendants have avoided payment of overtime wages, minimum wages, meal period premiums, rest period premiums, and other benefits as required by the California Labor Code, the California Code of Regulations, and the applicable IWC Wage Order. Further, Defendants have failed to record, report, and pay the correct sums of assessment to the state authorities under the California Labor Code and other applicable regulations.

111. As a result of Defendants' unfair and unlawful business practices, Defendants have reaped unfair and illegal profits during Plaintiffs, those similarly situated, and other aggrieved employees' tenure at the expense of Plaintiffs, those similarly situated, the other aggrieved employees, and members of the public. Defendants should be made to disgorge its ill-gotten gains and to restore them to Plaintiffs, those similarly situated, and other aggrieved employees.

112. Defendants' unfair and unlawful business practices entitle Plaintiffs, those similarly situated, and other aggrieved employees to seek preliminary and permanent injunctive relief, including but not limited to orders that Defendants account for, disgorge, and restore to Plaintiffs, those similarly situated, and other aggrieved employees the wages and other compensation unlawfully withheld from them. Plaintiffs, those similarly situated, and other aggrieved employees are entitled to restitution of all monies to be disgorged from Defendants in an amount according to proof at the time of trial.

TENTH CAUSE OF ACTION

Violation of California Labor Code §§ 2699, Et Seq.

(PRIVATE ATTORNEY GENERAL ACT ("PAGA"))

(Against All Defendants and DOES 1-25)

113. Plaintiffs incorporate herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

114. PAGA expressly establishes that any provision of the California Labor Code which provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the California Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself, and other current or former employees.

115. Whenever the LWDA, or any of its departments, divisions, commissions, boards, agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

116. Plaintiffs and the other non-exempt employees are "aggrieved employees" as defined by California Labor Code section 2699(c) in that they are all current or former employees of Defendants, and one or more of the alleged violations were committed against them.

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

- (a) Violation of California Labor Code sections 510 and 1198 for failure to pay overtime wages, as set forth herein;
- (b) Violation of California Labor Code sections 1194, 1197, and 1197.1 for failure to

1 pay minimum wages, as set forth herein;

2 (c) Violation of California Labor Code sections 226.7 and 512(a) for failure to provide
3 legally required meal periods, as set forth herein;

4 (d) Violation of California Labor Code section 226.7 for failure to provide legally
5 required rest periods, as set forth herein;

6 (e) Violation of California Labor Code section 204 for failure to timely pay wages to
7 Plaintiffs and aggrieved employees during employment, as set forth herein;

8 (f) Violation of California Labor Code sections 201, 202, and 203 for failure to pay all
9 wages at time of discharge from employment, as set forth herein;

10 (g) Violation of California Labor Code section 221 for collecting from Plaintiffs and
11 aggrieved employees parts of wages theretofore paid by Defendants to them, as set
12 forth herein;

13 (h) Violation of California Labor Code section 226(a) for failure to provide accurate
14 wage statements to Plaintiffs and aggrieved employees, as set forth herein; and

15 (i) Violation of California Labor Code section 1174(d) for failure to keep complete
16 and accurate payroll records relating to Plaintiffs and aggrieved employees, as set
17 forth herein.

18 118. Pursuant to PAGA, and in particular Labor Code sections 2699(a), 2699.3, and 2699.5,
19 Plaintiffs, acting in the public interest as a private attorney general, seeks assessment and collection of
20 civil penalties for Plaintiffs, all aggrieved employees, and the State of California against Defendants,
21 in addition to other remedies, for violations of Labor Code sections set forth herein. Pursuant to
22 California Labor Code section 2699(i), civil penalties recovered by aggrieved employees shall be
23 distributed as follows: seventy-five percent (75%) to the LWDA for the enforcement of labor laws and
24 education of employers and employees about their rights and responsibilities and twenty-five (25%) to
25 the aggrieved employees. Further, and as authorized by the California Labor Code sections 210, 218.5,
26 and 2699, Plaintiffs seek recovery of their attorneys' fees and costs.

27 **Failure to Pay Overtime Wages**

28 119. California Labor Code section 1198 and the applicable IWC Wage Order have provided

1 that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-
2 half or two-times that person's regular rate of pay, depending on the number of hours worked by the
3 person on a daily or weekly basis.

4 120. Specifically, the applicable IWC Wage Order provides that Defendants are and were
5 required to pay Plaintiffs and aggrieved employees employed by Defendants, and working more than
6 eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time-and-one-half
7 for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

8 121. The applicable IWC Wage Order further provides that Defendants are and were
9 required to pay Plaintiffs and aggrieved employees employed by Defendants, and working more than
10 twelve (12) hours in a day, overtime compensation at a rate of two (2) times their regular rate of pay.

11 122. California Labor Code section 510 codifies the right to overtime compensation at one-
12 and-one half times the regular hourly rate for hours worked in excess of eight (8) hours in a day or forty
13 (40) hours in a week or for the first eight (8) hours worked on the seventh day of work, and to overtime
14 compensation at twice the regular hourly rate for hours worked in excess of twelve (12) hours in a day
15 or in excess of eight (8) hours in a day on the seventh day of work.

16 123. During the relevant time period, Plaintiffs and aggrieved employees regularly worked
17 in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty
18 (40) hours in a week performing work duties "off-the-clock," including, but not limited to time spent
19 performing work duties off the clock such as cementing pipes.

20 124. Defendants' failure to pay Plaintiffs and aggrieved employees the unpaid balance of
21 overtime compensation, as required by California law, violates the provisions of California Labor Code
22 sections 510 and 1198, and is therefore unlawful.

23 **Failure to Pay Minimum Wages**

24 125. At all relevant times, California Labor Code sections 1194, 1197 and 1197.1 have
25 provided that the minimum wage for employees fixed by the IWC is the minimum wage to be paid to
26 employees, and the payment of a wage less than the minimum so fixed is unlawful. Defendants' failure
27 to pay minimum wages included, *inter alia*, Defendants' failure to pay Plaintiffs and the aggrieved
28 employees any wages for time spent working "off-the-clock" performing duties, including, but not

1 limited to, time spent performing work duties off the clock. Accordingly, Defendants regularly failed
2 to pay at least minimum wages to Plaintiffs and aggrieved employees for all of the hours they worked
3 in violation of California Labor Code sections 1194, 1197 and 1197.1.

4 126. Defendants' failure to pay Plaintiffs and aggrieved employees the minimum wage as
5 required violates California Labor Code sections 1194, 1197 and 1197.1.

6 **Failure to Provide Meal Periods**

7 127. At all relevant times herein set forth, California Labor Code section 226.7 has provided
8 that no employer shall require an employee to work during any meal period mandated by an applicable
9 IWC Order.

10 128. At all relevant times herein set forth, California Labor Code section 512(a) has
11 provided that an employer may not require, cause, or permit an employee to work for a period of more
12 than five (5) hours per day without providing the employee with a meal period of not less than thirty
13 (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours,
14 the meal period may be waived by mutual consent of both the employer and the employee.

15 129. During the relevant time period, Plaintiffs and aggrieved employees who were
16 scheduled to work for a period of time no longer than six (6) hours, and who did not waive their legally
17 mandated meal periods by mutual consent, were required to work for periods longer than five (5) hours
18 without a meal period of not less than thirty (30) minutes.

19 130. During the relevant time period, Plaintiffs and the aggrieved employees,
20 who were scheduled to work for a period of time in excess of six (6) hours, were required to work for
21 periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30)
22 minutes.

23 131. During the relevant time period, Plaintiffs and the aggrieved employees,
24 who were scheduled to work for a period of time in excess of ten (10) hours but no longer than twelve
25 (12) hours, and who did not waive their legally-mandated meal periods by mutual consent, were
26 required to work in excess of ten (10) hours without receiving a second uninterrupted meal period of
27 not less than thirty (30) minutes.

28 132. During the relevant time period, Plaintiffs and the aggrieved employees,

1 who were scheduled to work for a period of time in excess of twelve (12) hours, were required to work
2 for periods longer than ten (10) hours without a second uninterrupted meal period of not less than thirty
3 (30) minutes.

4 133. During the relevant time period, Defendants willfully required Plaintiffs and the
5 aggrieved employees to work during meal periods and failed to compensate Plaintiffs and aggrieved
6 employees for work performed during meal periods. By way of example, Defendants failed to relieve
7 Plaintiffs of all duties such that Plaintiffs could take compliant meal periods. As a result, Plaintiffs
8 worked through mandated meal periods.

9 134. Defendants failed to pay Plaintiffs and the aggrieved employees the full meal period
10 premium due in violation of California Labor Code sections 226.7 and 512 on each occasion when a
11 timely, uninterrupted meal period of at least thirty (30) minutes was not provided. Defendants failed
12 to incorporate all nondiscretionary payments for work performed by Plaintiffs and the aggrieved
13 employees in the regular rate of compensation.

14 135. Defendants' conduct violates applicable IWC Wage Order(s), and California Labor
15 Code sections 226.7 and 512(a).

16 **Failure to Provide Rest Periods**

17 136. At all relevant times, California Labor Code section 226.7 has provided that no
18 employer shall require an employee to work during any rest period mandated by an applicable order of
19 the California IWC.

20 137. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer
21 shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in
22 the middle of each work period" and that the "rest period time shall be based on the total hours worked
23 daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless
24 the total daily work time is less than three and one-half (3½) hours.

25 138. Pursuant to the applicable IWC Wage Order and California Labor Code section
26 226.7(b), Plaintiffs and the aggrieved employees are entitled to recover from Defendants one (1)
27 additional hour of pay at the employee's regular hourly rate of compensation for each workday that the
28 rest period was not provided.

1 139. During the relevant time period, Defendants required Plaintiffs and the aggrieved
2 employees to work four (4) or more hours without authorizing or permitting a ten (10) minute rest
3 period per each four (4) hour period, or major fraction thereof worked. During the relevant time period,
4 Defendants willfully required Plaintiffs and the aggrieved employees to work during rest periods. By
5 way of example, Defendants failed to relieve Plaintiffs of all duties such that Plaintiffs could take
6 compliant rest periods. As a result, Plaintiffs worked through mandated rest periods.

7 140. Defendants failed to pay Plaintiffs and aggrieved employees the full rest period
8 premium due in violation of California Labor Code sections 226.7 and 512 on each occasion when a
9 timely, uninterrupted rest period of at least ten (10) minutes was not provided. Defendants failed to
10 incorporate all nondiscretionary payments for work performed by Plaintiffs and the aggrieved
11 employees in the regular rate of compensation.

12 141. Defendants' conduct violates the applicable IWC Wage Orders and California Labor
13 Code section 226.7.

14 **Failure to Timely Pay Wages During Employment**

15 142. At all relevant times herein set forth, California Labor Code section 204 has provided
16 that all wages earned by any person in any employment between the 1st and 15th days, inclusive, of
17 any calendar month, other than those wages due upon termination of an employee, are due and payable
18 between the 16th and the 26th day of the month during which the labor was performed.

19 143. At all times herein set forth, California Labor Code section 204 has provided that all
20 wages earned by any person in any employment between the 16th and the last day, inclusive, of any
21 calendar month, other than those wages due upon termination of an employee, are due and payable
22 between the 1st and the 10th day of the following month.

23 144. At all times herein set forth, California Labor Code section 204 has provided that all
24 wages earned for labor in excess of the normal work period shall be paid no later than the payday for
25 the next regular payroll period.

26 145. During the relevant time period, Defendants intentionally and willfully failed to pay
27 Plaintiffs and the aggrieved employees all wages due to them, within any time period permissible under
28 California Labor Code section 204, including wages for overtime compensation, minimum wage

1 compensation, meal period premiums, and rest period premiums.

2 **Failure to Timely Pay Wages Upon Termination**

3 146. Pursuant to California Labor Code sections 201, 202, and 203, Defendants are required
4 to pay all earned and unpaid wages to an employee who is discharged. California Labor Code section
5 201 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid
6 at the time of discharge are due and payable immediately. California Labor Code section 202 mandates
7 that if an employee quits, his or her wages shall become due and payable not later than seventy-two
8 (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her
9 intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

10 147. California Labor Code section 203 provides that if an employer willfully fails to pay,
11 in accordance with California Labor Code sections 201 and 202, any wages of an employee who is
12 discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof
13 at the same rate until paid or until an action therefore is commenced; but the wages shall not continue
14 for more than thirty (30) days.

15 148. At the time that Plaintiffs and the aggrieved employees' employment with Defendants
16 ended, Defendants knowingly and willfully failed to pay Plaintiffs and the aggrieved employees all
17 wages owed to them pursuant to California Labor Code sections 201 and 202, including, without
18 limitation, overtime wages, minimum wages, meal period premium wages, and rest period premium
19 wages.

20 **Chargebacks**

21 149. At all relevant times set forth herein, California Labor Code section 221 prohibits
22 employers from collecting or receiving from an employee any part of wages paid by said employer to
23 the employee.

24 150. Defendants have intentionally taken from Plaintiffs and aggrieved employees monies
25 for "chargebacks" purportedly for customer cancellations of warranties or other similar activities.
26 However, Defendants also would not provide information related to how the chargeback amounts were
27 calculated, what customers they were for, and what commission rates were applied. Defendants also
28 improperly deducted more in chargebacks than had even actually occurred.

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employees.

155. As a result of Defendants' violation of California Labor Code section 1174(d), Plaintiffs and the aggrieved employees have suffered injury and damage to their statutorily-protected rights.

156. More specifically, Plaintiffs and the aggrieved employees have been injured by Defendants' intentional and willful violation of California Labor Code section 1174(d) because they were denied both their legal right and protected interest, in having available, accurate and complete payroll records pursuant to California Labor Code section 1174(d).

PRAYER FOR RELIEF

Plaintiffs, on behalf of themselves, those similarly situated, and other aggrieved employees, pray for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

1. That this action be certified as a class action;
2. That Plaintiffs be appointed as the representatives of the Class;
3. That counsel for Plaintiffs be appointed as Class Counsel; and
4. That Defendants provide to Class Counsel immediately the names and most current/last known contact information (address, e-mail and telephone numbers) of all class members.

As to the First Cause of Action

5. 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 to Plaintiffs, those similarly situated, and other aggrieved employees;
6. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;
7. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;
8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194;
9. For such other and further relief as the Court may deem just and proper.

As to the Second Cause of Action

10. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiffs and the other aggrieved employees;

11. For general unpaid wages and such general and special damages as may be appropriate;

12. For statutory wage penalties pursuant to California Labor Code section 1197.1 for Plaintiffs, those similarly situated, and other aggrieved employees in the amount as may be established according to proof at trial;

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

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

15. For liquidated damages pursuant to California Labor Code section 1194.2;

16. For such other and further relief as the Court may deem just and proper.

As to the Third Cause of Action

17. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal periods, (including second meal periods, to Plaintiffs, those similarly situated, and other aggrieved employees;

18. That the Court make an award to Plaintiffs, those similarly situated, and other aggrieved employees of one (1) hour of pay at each employee's regular rate of compensation for each workday that a meal period was not provided;

19. For all actual, consequential, and incidental losses and damages, according to proof;

20. For premium wages pursuant to California Labor Code section 226.7(c);

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

22. For reasonable attorneys' fees and costs of suit incurred herein;

23. For such other and further relief as the Court may deem just and proper.

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1 **As to the Fourth Cause Action**

2 24. That the Court declare, adjudge and decree that Defendants violated California Labor
3 Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to
4 Plaintiffs and the other aggrieved employees;

5 25. That the Court make an award to Plaintiffs, those similarly situated, and other aggrieved
6 employees of one (1) hour of pay at each employee's regular rate of compensation for each workday
7 that a rest period was not provided;

8 26. For all actual, consequential, and incidental losses and damages, according to proof;

9 27. For premium wages pursuant to California Labor Code section 226.7(c);

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

11 29. For such other and further relief as the Court may deem just and proper.

12 **As to the Fifth Cause of Action**

13 30. That the Court declare, adjudge and decree that Defendants violated the record keeping
14 provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiff,
15 those similarly situated, and other aggrieved employees, and willfully failed to provide accurate
16 itemized wage statements thereto;

17 31. For actual, consequential and incidental losses and damages, according to proof;

18 32. For statutory penalties pursuant to California Labor Code section 226(e);

19 33. For injunctive relief to ensure compliance with this section, pursuant to California
20 Labor Code section 226(g);

21 34. For such other and further relief as the Court may deem just and proper.

22 **As to the Sixth Cause of Action**

23 35. That the Court declare, adjudge and decree that Defendants violated California Labor
24 Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of
25 termination of the employment of Plaintiffs, those similarly situated, and other aggrieved employees
26 no longer employed by Defendants;

27 36. For all actual, consequential, and incidental losses and damages, according to proof;

28 ///

37. For statutory wage penalties pursuant to California Labor Code section 203 for Plaintiffs, those similarly situated, and other aggrieved employees who have left Defendants' employ;

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

39. For such other and further relief as the Court may deem just and proper.

As to the Seventh Cause of Action

40. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 221 as to Plaintiffs, those similarly situated, and other aggrieved employees by deducting from their wages amounts previously paid to them by Defendants as wages.

41. For restitution of collected wages to Plaintiffs, those similarly situated, and other aggrieved employees and all pre-judgment interest from the day such amounts were due and payable;

42. 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 violation of California Business and Professions Code sections 17200, et seq.;

43. For recovery of their attorneys' fees and costs as authorized by the California Labor Code sections 210, 218.5, and 2699; and

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

As to the Eighth Cause of Action

45. That the Court declare, adjudge and decree that Defendants took possession of earned wages previously paid to Plaintiffs, those similarly situated, and other aggrieved employees by Defendants as wages.

46. For restitution of collected wages to Plaintiffs, those similarly situated, and other aggrieved employees and all pre-judgment interest from the day such amounts were due and payable;

47. 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 violation of California Business and Professions Code sections 17200, et seq.;

///

1 48. For recovery of their attorneys' fees and costs as authorized by the California Labor
2 Code sections 210, 218.5, and 2699; and

3 49. For injunctive relief to ensure compliance with this section, pursuant to California
4 Business and Professions Code sections 17200, et seq.

5 **As to the Ninth Cause of Action**

6 50. That the Court declare, adjudge and decree that Defendants violated the following
7 California Labor Code sections as to Plaintiffs, those similarly situated, and other aggrieved
8 employees: 510 and 1198 (by failing to pay overtime wages); 1194, 1197, and 1197.1 (by failing to
9 pay minimum wages); 226.7 and 512(a) (by failing to provide meal and rest periods or compensation
10 in lieu thereof); 226(a) (by failing to provide accurate wage statements); 221 (chargebacks); and 201,
11 202, and 203 (by failing to pay all wages owed upon termination);

12 51. For restitution of unpaid wages to Plaintiffs, those similarly situated, and other
13 aggrieved employees and all pre-judgment interest from the day such amounts were due and payable;

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

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

19 54. For such other and further relief as the Court may deem just and proper.

20 **As to the Tenth Cause of Action**

21 55. For civil penalties pursuant to California Labor Code sections 2699(a), (f), and (g), plus
22 costs and attorneys' fees for violation of California Labor Code sections 201, 202, 203, 204, 221,
23 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, and 1198; and

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1 56. For such other and further relief as the Court may deem proper.

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3 DATED: May 11, 2026

BLACKSTONE LAW, APC

4
5 By:



6 Jonathan M. Genish, Esq.
7 Attorneys for Plaintiffs HAMID KONDORI
8 And JOHN JEROME

9 **DEMAND FOR JURY TRIAL**

10 Plaintiffs hereby demand a jury trial with respect to all issues triable of right by jury.

11 DATED: May 11, 2026

BLACKSTONE LAW, APC

12
13 By:



14 Jonathan M. Genish, Esq.
15 Attorneys for Plaintiffs HAMID KONDORI
16 And JOHN JEROME
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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF ORANGE

I, Bany Funez, certify and declare as follows:

I am over eighteen years of age and not a party to the within action; my business address is 8383 Wilshire Blvd, Suite 745, Beverly Hills, California 90211. On May 11, 2026, I served a copy of the following document(s):

- **FIRST AMENDED CLASS ACTION COMPLAINT FOR DAMAGES AND ENFORCEMENT ACTION UNDER THE PRIVATE ATTORNEYS GENERAL ACT, CALIFORNIA LABOR CODE §§ 2698 ET SEQ.**

On the interested parties as follows:

Mark J. Jacobs (SBN 208945)
mjacobs@fisherphillips.com
Lisa L. Peterson (SBN 292798)
lpeterson@fisherphillips.com
FISHER & PHILLIPS LLP
2050 Main Street, Suite 1000
Irvine, California 92614
Telephone: (949) 851-2424
Facsimile: (949) 851-0152

Attorneys for Defendant,
Mission Imports.

☒ **BY ELECTRONIC MAIL (E-MAIL):** I caused said document(s) to be delivered electronically to be delivered to the above referenced addressee(s) via email from email address khernandez@blackstonepc.com pursuant to California Code of Civil Procedure section 1010.6(e)(1). I did not receive any electronic message or other indication that the transmission was unsuccessful.

State of California, Labor & Workforce Development Agency

Web URL:

<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

☒ **BY ONLINE SUBMISSION:** The above-referenced documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(I). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

1 ☒

STATE:

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on May 11, 2026 at Beverly Hills, California.

/s/ Bany Funez

Bany Funez