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Attorneys for Plaintiff Francisco Lustre,
on behalf of himself and all “aggrieved employees”
pursuant to Labor Code § 2698 *et seq.*

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Superior Court of CA,
County of Santa Clara
25CV474635
Reviewed By: M. Johnson

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA

FRANCISCO LUSTRE, on behalf of himself
and all “aggrieved employees” pursuant to
Labor Code § 2698 *et seq.*,

Plaintiff,

v.

LUXURY CARS - LOS GATOS, LLC, a
California limited liability company, and
DOES 1 through 10, inclusive,

Defendants.

CASE NO: 25CV474635

**REPRESENTATIVE ACTION COMPLAINT
FOR PENALTIES PURSUANT TO LABOR
CODE § 2699(f) FOR VIOLATIONS OF LABOR
CODE §§ 201, 202, 226(a), 226.7, 227.3, 246, 510,
512, 1194, AND 2802 AND PURSUANT TO
LABOR CODE § 2699(a) FOR VIOLATIONS
OF LABOR CODE §§ 226.3 AND 558**

1 Plaintiff FRANCISCO LUSTRE (“Plaintiff”), on behalf of himself and others as an
2 “aggrieved employee” under the Labor Code Private Attorneys General Act of 2004, complains of
3 LUXURY CARS - LOS GATOS, LLC, a California limited liability company, and any subsidiaries
4 or affiliated companies (hereinafter referred to as “Defendants”) as follows:

5 **I.**

6 **INTRODUCTION AND FACTUAL BACKGROUND**

7 1. This is a Representative Action, pursuant to Labor Code § 2698 *et seq.*, on behalf of
8 Plaintiff and other non-exempt California employees (“Aggrieved Employees”).

9 2. For at least one (1) year prior to the filing of this action and at least one (1) year prior
10 to the date Plaintiff began the process of exhausting the administrative requirements, pursuant to
11 Labor Code § 2698 *et seq.*, and continuing to the present (the “liability period”), Defendants have had
12 consistent policies of:

13 a. Failing to properly compute bonuses, commissions, and/or other non-base
14 hourly wages earned by him and other Aggrieved Employees into their regular rate of pay for
15 purposes of paying them meal and rest period premiums, overtime wages, vacation wages,
16 and sick pay wages at the correct rates, in violation of Labor Code §§ 226.7, 227.3, 246, 510,
17 512, 558, and 1194. Defendants paid Plaintiff and other Aggrieved Employees bonuses,
18 commissions, and/or other non-base hourly wages; however, Defendants failed to properly
19 blend these forms of pay, and instead paid Plaintiff and other Aggrieved Employees meal and
20 rest period premiums, overtime wages, vacation wages, and sick pay wages based only on the
21 base hourly rate of pay, thus depriving Plaintiff and other Aggrieved Employees of all meal
22 and rest period premiums, overtime wages, vacation wages, and sick pay wages earned. This
23 violates Labor Code §§ 226.7, 227.3, 246, 510, 512, 558, and 1194;

24 b. Failing to pay correct premium wages to Plaintiff and other Aggrieved
25 Employees who were denied proper meal periods, in violation of Labor Code §§ 226.7, 512,
26 and 558, and IWC Wage Order 4-2001. Plaintiff and other Aggrieved Employees were
27 routinely denied, and not authorized to take, a timely, uninterrupted, 30-minute meal period
28 for every shift worked that exceeds five hours, or a second timely, uninterrupted, 30-minute

1 meal period for every shift worked that exceeds ten hours, but were not paid premium wages
2 of one hour's pay at the proper rate of pay for each missed first or second meal period. When
3 they would receive a meal period, it would typically be late, short, or on-duty. This violates
4 Labor Code §§ 226.7, 512, and 558, and IWC Wage Order 4-2001 and is alleged on behalf of
5 Plaintiff and all Aggrieved Employees;

6 c. Failing to pay correct premium wages to Plaintiff and other Aggrieved
7 Employees who were denied rest periods, in violation of Labor Code § 226.7 and IWC Wage
8 Order No. 4-2001. Plaintiff and other Aggrieved Employees were routinely unable to take a
9 10-minute rest period for every four (4) hours of work or major fraction thereof, but were not
10 paid premium wages of one hour's pay for each missed rest period. Plaintiff was simply denied
11 and not authorized to take his legally entitled rest periods and was never paid premium wages
12 for missed rest periods. This violates Labor Code § 226.7 and IWC Wage Order No. 4-2001
13 and is alleged on behalf of Plaintiff and all Aggrieved Employees;

14 d. Failing to reimburse Plaintiff and other Aggrieved Employees for necessary
15 business expenses incurred in direct consequence of the discharge of their duties, in violation
16 of Labor Code § 2802, including, but not limited to, cellular phone expenses. Specifically,
17 Plaintiff and Aggrieved Employees were required to use their cellular phone to clock in and
18 out for their shifts. Labor Code § 2802 states that an employer must indemnify its employees
19 for all necessary expenditures or losses incurred by the employee in direct consequence of the
20 discharge of their duties. These instances violate Labor Code § 2802;

21 e. Failing to issue Plaintiff and all other Aggrieved Employees itemized wage
22 statements, in violation of Labor Code §§ 226(a) and 226.3. Plaintiff and other Aggrieved
23 Employees were not paid all wages due, as stated above. As such, the wage statements
24 provided by Defendants failed to accurately state all gross wages earned, in violation of Labor
25 Code §§ 226(a)(1) and 226.3, total hours worked, in violation of Labor Code §§ 226(a)(2) and
26 226.3, net wages earned, in violation of Labor Code §§ 226(a)(5) and 226.3, and all applicable
27
28

1 hourly rates in effect during the pay period and the corresponding number of hours worked,
2 in violation of Labor Code §§ 226(a)(9) and 226.3; and

3 f. Failing to pay Plaintiff and other Aggrieved Employees all wages due at the
4 separation of their employment based on the time frames required by Labor Code §§ 201-202.
5 As stated above, Plaintiff and other Aggrieved Employees were not paid all wages due during
6 the course of their employment and, as a result of this failure, they were not timely paid all
7 wages due at the separation of their employment. This violates Labor Code §§ 201-202 and is
8 alleged on behalf of Plaintiff and certain Aggrieved Employees no longer employed by
9 Defendants.
10

11 3. Plaintiff, on behalf of himself and all Aggrieved Employees pursuant to Labor Code §
12 2698 *et seq.*, seeks civil penalties for Defendants' violations of the California Labor Code.

13 4. Venue is proper in this judicial district, pursuant to Code of Civil Procedure § 395
14 because Defendants employed Plaintiff and other Aggrieved Employees throughout California,
15 including Santa Clara County, California.

16 II.

17 PARTIES

18 A. Plaintiff

19 5. Plaintiff FRANCISCO LUSTRE was employed by Defendants from October 2024
20 through May 2025 as a non-exempt employee in Santa Clara County, California.

21 B. Defendant

22 6. Defendant LUXURY CARS - LOS GATOS, LLC, is a California limited liability
23 company that employed Plaintiff and Aggrieved Employees throughout California, including Santa
24 Clara County, California.

25 7. The true names and capacities, whether individual, corporate, associate, or otherwise,
26 of Defendants sued herein as DOES 1 to 10, inclusive, are currently unknown to Plaintiff, who
27 therefore sues Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff is
28 informed and believes, and based thereon alleges, that each of the Defendants designated herein as a

DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants designated hereinafter as DOES when such identities become known.

8. Plaintiff is informed and believes, and based thereon alleges, that each Defendants acted in all respects pertinent to this action as the agent of the other Defendant, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendants is legally attributable to the other Defendants.

9. The Defendants named herein as DOE 1 through DOE 10 are and are persons acting on behalf of, or acting jointly with, Defendants, who violated, or caused to be violated, one or more provisions of the California Labor Code as alleged herein.

III.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

**PLAINTIFF AND ALL AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS
CIVIL PENALTIES PURSUANT TO LABOR CODE § 2699(f) FOR VIOLATIONS OF
LABOR CODE §§ 201, 202, 226(a), 226.7, 227.3, 246, 510, 512, 1194, AND 2802 AND
PURSUANT TO LABOR CODE § 2699(a) FOR VIOLATIONS OF LABOR CODE §§ 226.3
AND 558**

10. Plaintiff incorporates paragraphs 1 through 9 of this Complaint as though fully set forth herein.

11. As a result of the acts alleged above, including the Labor Code violations set forth in paragraph 2 above, Plaintiff seeks civil penalties pursuant to Labor Code §§ 2698 *et seq.*

12. For each such violation, Plaintiff and all other Aggrieved Employees are entitled to civil penalties subject to the following formula:

- a. Pursuant to Labor Code § 2699(f), \$100 for each initial violation and \$200 for each subsequent violation of Labor Code §§ 201, 202, 226(a), 226.7, 227.3, 246, 510, 512, 1194, and 2802; and

1 b. Pursuant to Labor Code § 2699(a), the civil penalties as authorized by Labor
2 Code §§ 226.3 and 558.

3 13. Civil penalties recovered will be allocated 75% to the Labor and Workforce
4 Development Agency, and 25% to the affected employees.

5 14. On May 29, 2025, Plaintiff sent a letter, by online submission to the LWDA and by
6 certified mail, return receipt requested, to Defendants setting forth the facts and theories of the
7 violations alleged against Defendants, as prescribed by Labor Code § 2698 *et seq.* Pursuant to Labor
8 Code § 2699.3(a)(2)(A), no notice was received by Plaintiff from the LWDA within sixty-five (65)
9 calendar days of May 29, 2025. Plaintiff may therefore commence this action to seek civil penalties
10 pursuant to Labor Code § 2698 *et seq.*

11 Wherefore, Plaintiff and the Aggrieved Employees he seeks to represent request relief as
12 described below.

13 V.

14 **RELIEF REQUESTED**

15 WHEREFORE, Plaintiff prays for the following relief:

16 1. For civil penalties pursuant to Labor Code § 2698 *et seq.* for Plaintiff and all other
17 Aggrieved Employees;

18 2. An award providing for payment of costs of suit pursuant to Labor Code § 2699(g)(1)
19 and other applicable law;

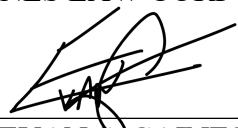
20 3. An award of attorneys' fees pursuant to Labor Code §§ 2699(g)(1) and other
21 applicable law; and

22 4. Such other and further relief as this Court may deem just and proper.

23 Dated: September 9, 2025

Respectfully submitted,

24 GAINES LAW CORPORATION

25 
26 By: _____
27 EVAN S. GAINES
28 Attorney for Plaintiff