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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

FELTON DOURSEAU, an individual; on
behalf of himself and all others similarly
situated and the general public,

Plaintiffs,

v.

KNIGHT SUNRISE FONTANA LLC, a
California limited liability company; NGP
MOTORS, INC., a California corporation; and
DOES 1 to 100, inclusive,

Defendants.

) Case No.: CIVSB2514292

) CLASS ACTION

) **FIRST AMENDED COMPLAINT FOR:**

-) 1. Violation of B&PC §17200, et seq.
) 2. Violation of Labor Code §§ 204, 510, 1194 and
) 1198;
) 3. Violation of Labor Code §§ 200, et seq.;
) 4. Failure to Pay Meal and Rest Break Premium at
) the Proper Regular Rate of Pay (Labor Code §
) 226.7)
) 5. Failure to Provide & Maintain Accurate Wage
) Statements Pursuant to Labor Code §226
) 6. Failure to Provide Meal Periods (Lab. Code
) §226.7);
) 7. Failure to Provide Rest Breaks (Lab. Code
) 226.7);
) 8. Failure to Reimburse Expenses (Lab. Code
) §2802).
) 9. Violation of Labor Code §§2698-2699 (PAGA)

) **DEMAND FOR JURY TRIAL**

1 Plaintiff FELTON DOURSEAU and all other persons similarly situated, and the general
2 public (hereinafter, "Plaintiffs"), hereby complain against Defendants KNIGHT SUNRISE
3 FONTANA LLC, a California limited liability company ("Knight"); NGP MOTORS, INC., a
4 California corporation ("NGP"), and DOES 1 to 100, inclusive (hereinafter Knight, NGP, and
5 Does 1-100 are collectively referred to herein as "Defendants"), and on information and belief
6 allege as follows:

7 **GENERAL ALLEGATIONS**

8 **JURISDICTION**

9 1. This is a civil action seeking recovery of unpaid wages, waiting time penalties,
10 pay stub penalties and meal and rest period premiums under California Labor Code §§ 510, 1194
11 et seq., 201 et seq., 226 and 226.7. Plaintiffs bring an action for monetary damages for failure to
12 pay wages as well as for restitution for Defendants' violations of Business and Professions Code
13 (B&PC) §17200, et seq., including full restitution of all compensation retained by Defendants as
14 a result of their unlawful, fraudulent and unfair business practices. Plaintiffs seek all available
15 relief, including full restitution of all compensation retained by Defendants as a result of their
16 unlawful and unfair business practices. Further, Plaintiffs seek injunctive relief under B&PC
17 §17200, et seq.

18 **VENUE**

19 2. Venue as to each of the Defendants is proper in this judicial district pursuant to
20 California Code of Civil Procedure (CCP) §§ 395(a) and 395.5, as at least some of the acts
21 complained of herein occurred in the County of San Bernardino. Each defendant either owns,
22 maintains offices, transacts business, has an agent or agents within the County of San
23 Bernardino, or otherwise is found within the County of San Bernardino, and each defendant is
24 within the jurisdiction of this Court for purposes of service of process.

25 **PARTIES**

26 3. Plaintiff Felton Dourseau ("Dourseau") is an individual over the age of eighteen
27 (18). At all relevant times herein, Plaintiff Dourseau worked for Defendants within the State of
28 California.

1 4. Plaintiffs are informed and believe and thereon allege that at all times mentioned
2 herein, Defendant Knight is a California limited liability company, and Defendant NGP is a
3 California corporation.

4 5. Plaintiffs are informed and believe and thereon allege that at all times mentioned
5 herein, Defendants Knight and NGP were authorized to do business in the State of California,
6 County of San Bernardino, and owning, operating car dealerships. Thus, each named defendant
7 and DOES 1 to 100 are subject to B&PC §17200, et seq. (Unfair Competition Law) and the
8 Labor Code, as hereinafter alleged.

9 6. Plaintiffs do not know the true names or capacities, whether individual, partner, or
10 corporate, of defendants sued herein as DOES 1 to 100, inclusive, and for that reason, those
11 defendants are sued under such fictitious names, and Plaintiffs will seek from this Court leave to
12 amend this Complaint when such true names and capacities are discovered. Plaintiffs are
13 informed and believe and thereon allege that each of the Defendants and each fictitious
14 defendant, whether individual, partners, or corporate, was responsible in some manner for the
15 circumstances alleged herein, and proximately caused Plaintiffs and all others similarly situated
16 hereinafter alleged and the general public to be subjected to the unlawful employment practices,
17 wrongs, injuries and damages complained of herein.

18 7. At all times herein mentioned, each of the Defendants participated in the doing of
19 the acts hereinafter alleged to have been done by the named Defendants; and furthermore,
20 Defendants, and each of them, were the agents, servants, and employees of each and every one of
21 the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned
22 were acting within the course and scope of said agency and employment. Plaintiffs herein allege
23 that Defendants and each of them is the joint employer of Plaintiffs and the classes.

24 8. At all times mentioned herein, Defendants, and each of them, were members of
25 and engaged in a joint venture, partnership, and common enterprise, and acting within the course
26 and scope of and in pursuance of the said joint venture, partnership, and common enterprise.

27 9. At all times herein mentioned, the acts and omissions of various Defendants, and
28 each of them concurred and contributed to the various acts and omissions of each and every one

1 of the other Defendants in proximately causing the complaints, injuries, and damages alleged
2 herein.

3 10. At all times herein mentioned, Defendants, and each of them, approved of,
4 condoned, and/or otherwise ratified each and every one of the acts or omissions complained of
5 herein. At all times herein mentioned, Defendants, and each of them, aided and abetted the acts
6 and omissions of each and every one of the other Defendants, thereby proximately causing the
7 damages, as herein alleged.

8 11. The California Superior Court also has jurisdiction in this matter because both the
9 individual and aggregate monetary damages and restitution sought herein exceed the minimal
10 jurisdictional limits of the Superior Court and will be established at trial, according to proof. The
11 California Superior Court also has jurisdiction in this matter because Plaintiffs and the putative
12 classes herein worked within the State of California, and were subject to California's wage and
13 hour laws.

14 **PLAINTIFF CLASSES**

15 12. The class representative Plaintiff who worked in the position of an hourly non-
16 exempt employee or another similar title while employed by Defendants within the State of
17 California, is as follows:

18 a. Felton Dourseau

19 Plaintiff Felton Dourseau worked as a non-exempt hourly employee for Defendants from
20 2014 through September 2024.

21 13. At all times mentioned herein, Plaintiff Dourseau and the entirety of the hourly
22 Class identified herein are current and former employees of Defendants who were not properly
23 paid all their wages, including but not limited to, proper premium overtime, and/or double time
24 due to Defendants' failure to properly calculate the regular rate and/or include all hours worked
25 in a week to determine hours over eight (8) in a given day, or forty (40) in a week.

CLASS ACTION ALLEGATIONS

14. Plaintiff Dourseau brings this action on behalf of himself and all others similarly situated as a class action pursuant to CCP §382. The Classes which Plaintiff Dourseau seeks to represent are composed of and defined as follows:

Class 1:

All non-exempt hourly employees from 2021 through the date of judgment, who were not paid premium overtime and/or double time at the employee's regular rate of pay.

Subclass 1:

All non-exempt hourly employees of Defendants who were paid for a missed meal or rest period at an allegedly "reduced" rate of pay from 2021 through the date of judgment (Meal and Rest Reduced Rate Subclass);

Class 2:

All non-exempt hourly employees who worked for Defendants in California from 2021 through the date of judgment, who were not paid the minimum wage for all hours worked (Minimum Wage Class);

Class 3:

All non-exempt hourly employees who worked for Defendants in California and who worked at some point from 2022 through the present, who are no longer employed with Defendants and to whom Defendants willfully failed to pay all wages due upon separation from Defendants (Waiting Time Penalty Class);

Class 4:

All non-exempt hourly employees who worked for Defendants in California from 2021 to the present who were not provided legally compliant meal periods (Meal Break Class);

Class 5:

All non-exempt hourly employees who worked for Defendants in California from 2021 through the present who were not provided legally-compliant rest breaks (Rest Break Class);

Class 6:

All non-exempt hourly employees who worked for Defendants in California from 2024 through the present who were provided a paystub (a.k.a. wage statement) which failed to list all hours actually worked and wages owed (Pay Stub Class);

Class 7:

All non-exempt hourly employees who worked for Defendants in California from 2021 through the present who were not reimbursed for their necessary and reasonable business expenses (Reimbursement Class).

The members of the classes are so numerous that joinder of all members would be unfeasible and not practicable. The membership of the classes is unknown to Plaintiffs at this time; however, it is estimated that the classes number greater than 100 individuals. The identity of such membership is readily ascertainable by inspecting Defendants' employment records.

15. There are common questions of law and fact as to Plaintiffs and all others similarly situated which predominate over questions affecting only individual members including, without limitation to:

- i. Whether Defendants paid their employees proper premium overtime and/or double time at the employees' regular rate for hours over eight (8) in a day and/or forty (40) hours in a week, in paying their hourly non-exempt employees;
- ii. Whether Defendants violated the applicable Labor Code provisions including §510, 1194, and 203 by requiring substantial overtime work and not paying for said work according to the overtime laws of the State of California;
- iii. Whether Defendants failed to pay the appropriate premium overtime compensation to the hourly employees;
- iv. Whether Defendants improperly retained, appropriated or deprived Plaintiffs and the class members of the use of monies or sums to which Plaintiffs and the class were legally entitled;

- 1 v. Whether Defendants engaged in unfair business practices;
- 2 vi. Whether Defendants and each of them, were participants in the alleged
- 3 unlawful conduct;
- 4 vii. Whether Defendants' conduct was willful or reckless;
- 5 viii. The effect upon and the extent of injuries suffered by Plaintiffs and all
- 6 others similarly situated and the appropriate amount of compensation;
- 7 ix. The appropriate amount of monetary penalties allowed by Labor Code
- 8 §201, et. seq.;
- 9 x. Whether Defendants pay and continue to pay for missed meal and rest
- 10 period premiums at an allegedly "reduced" rate of pay in violation of
- 11 Section 11 of the applicable Wage Orders;
- 12 xi. Whether Defendants failed and refused to reimburse Plaintiffs and the
- 13 class members for their reasonable and necessary expenses incurred in
- 14 fulfilling their work duties for Defendant;
- 15 xii. Whether Defendants violated Labor Code §226 and relevant IWC Wage
- 16 Orders by failing to, among other violations, accurately report total hours
- 17 worked, all applicable hourly rates in effect during each pay period and
- 18 the corresponding number of hours worked at each hourly work, by
- 19 Plaintiffs and the members of the Class; and
- 20 xiii. Whether Defendants knowingly and intentionally failed to maintain
- 21 records for Plaintiffs and members of the class as required by Labor Code
- 22 § 1174 and section 7 of the IWC Wage Order 5-2001;

23 16. Plaintiffs' claims are typical of the claims of all members of the classes and

24 subclasses mentioned herein. Plaintiffs, as representative parties, will fairly and adequately

25 protect the interest of the classes by vigorously pursuing this suit through their attorneys who are

26 skilled and experienced in handling matters of this type. Plaintiffs have no claim or interest that

27 is antagonistic to any class member.

28

1 17. The nature of this action and the nature of laws available to the members of the
2 classes and subclasses identified herein make use of the class action format a particularly
3 efficient and appropriate procedure to afford relief to Plaintiffs for the wrongs alleged herein.
4 Further, this claim involves large corporate employers, Defendants Knight and NGP, and a large
5 number of individual employees (Plaintiffs and all others similarly situated) with many relatively
6 small claims with common issues of law and fact. If each employee were required to file an
7 individual lawsuit, the corporate defendants would necessarily gain an unconscionable advantage
8 since they would be able to exploit and overwhelm the limited resources of each individual
9 plaintiff with their vastly superior financial and legal resources. Requiring each class member to
10 pursue an individual remedy would also discourage the assertion of lawful claims by employees
11 who would be disinclined to pursue an action against their present and/or former employer for an
12 appreciable and justifiable fear of retaliation and permanent damage to their careers at present
13 and/or subsequent employment. Proof of a common business practice or factual pattern, of
14 which the Plaintiffs experienced, is representative of the class mentioned herein and will
15 establish the right of each of the members of the named class to recovery on the causes of action
16 alleged herein.

17 18. The prosecution of separate actions by the individual class members, even if
18 possible, would create a substantial risk of inconsistent or varying verdicts or adjudications with
19 respect to the individual class members against Defendants herein; and which would establish
20 potentially incompatible standards of conduct for Defendants; and/or (b) legal determinations
21 with respect to individual class members which would, as a practical matter, be dispositive of the
22 interest of the other class members not parties to adjudications or which would substantially
23 impair or impede the ability of the class members to protect their interests. Further, the claims of
24 the individual members of the class are not sufficiently large to warrant vigorous individual
25 prosecution considering all of the concomitant costs and expenses attending thereto.

26 19. Plaintiffs and all others similarly situated are entitled to the wages and other
27 monies unlawfully withheld. This action is brought for the benefit of the public.
28

1 **FIRST CAUSE OF ACTION**

2 **(Violation of B&PC §17200, et seq.)**

3 20. Plaintiffs re-allege and incorporate by reference herein the allegations of all
4 preceding paragraphs as though fully set forth herein.

5 21. Beginning on an exact date unknown to Plaintiffs but believed to have occurred
6 from 2021 on, Defendants have engaged in a pattern and practice of acts of unfair competition in
7 violation of B&PC §17200, including the practices alleged herein.

8 22. Defendants, and each of them, own and operate car dealerships in California, and
9 have engaged in the practice of paying their non-exempt employees, in a fashion that
10 circumvents California's wage and hour laws.

11 **FAILURE TO PAY PROPER WAGES AND OVERTIME COMPENSATION**

12 23. Plaintiffs are informed, believe, and thereon allege that as part of Defendants'
13 ongoing unfair business practices, Defendants' hourly employees worked in excess of eight (8)
14 hours per day, and excess of forty (40) hours per week without receiving the proper regular rate
15 of pay and therefore have failed to receive overtime compensation and/or the proper overtime
16 premium. Further, the hourly rate which Defendants use to calculate the overtime and double
17 time premiums is an artifice, subterfuge, and sham in that the regular rate is not based on all
18 remuneration earned. The regular rate must include all remuneration as provided in *Huntington*
19 *v. Superior Court (Mutuc)* (2005) 131 Cal App. 4th 893. Accordingly, the class members allege
20 that the Defendants fail to pay the full amount of wages due because the Defendants miscalculate
21 the regular rate, based on Defendants' failure to include commissions and other non-
22 discretionary compensation within the overtime rate of pay. Plaintiffs and the class members
23 allege and will prove that they are entitled to payment based on the proper and legal regular rate
24 which will include all damages that flow from this calculation. Defendants are therefore in
25 violation of Labor Code §§ 510 and 1194, and the relevant California Industrial Welfare
26 Commission Orders.

27 24. Defendants, and each of them, consistently administered a corporate policy
28 regarding off-the-clock work, staffing levels, duties, and responsibilities of Defendants'

employees, which required that the entirety of the employees work overtime without proper premium overtime pay and/or the regular rate of pay. This corporate policy and pattern of conduct is accomplished with the advanced knowledge and designed intent to avoid paying premium overtime. Accordingly, Plaintiffs and the class members are entitled to the proper overtime compensation under California law. Further, Plaintiffs and the class are entitled to restitution of these wages obtained by Defendants, and each of them. Furthermore, Defendants have failed to properly include items of remuneration when determining the employees' regular rate, including but not limited to the failure to include performance and other non-discretionary bonuses paid to all eligible employees, including for sick time and overtime, among others.

VIOLATION OF LABOR CODE § 200, ET SEQ.

25. Plaintiffs are informed and believe and thereon allege that as part of Defendants' ongoing unfair business practices, Defendants failed to provide all employees all wages at the time of their separation in violation of Labor Code § 200, et. seq., including but not limited to, §§201, 202, 203 & 204.

26. Labor Code § 200, et seq. provides that an employer is required to pay an employee all wages (including accrued vacation) immediately upon the employee's involuntary separation from employment; immediately upon his or her voluntary separation if the employee gave at least seventy-two (72) hours notice, and within seventy-two (72) hours, if the employee voluntarily separated, but did not give at least seventy-two (72) hours notice.

27. Plaintiffs are informed and believe and thereon allege that all employees who have been separated from Defendants did not timely receive a final paycheck detailing the proper amount of pay from Defendants in violation of Labor Code § 200, et. seq.

28. Pursuant to Labor Code § 200, et seq. employees that no longer work for Defendants, and who were not timely paid, are entitled to one (1) day of pay in penalties for each day that he or she was paid late, until payment was made, up to a maximum of thirty (30) days.

VIOLATION OF MEAL AND REST PERIOD PROVISIONS

29. Defendants' improper meal and rest period policies are in violation of California law including, but not limited to Labor Code § 226.7, 512, and the applicable IWC Wage Orders.

1 Plaintiffs and the class are entitled to wages at their regular rate of pay for each violation where
2 Defendants violated the meal and rest break provisions and paid the class the missed meal and
3 rest period premiums at an artificially reduced regular rate. Plaintiffs and the class were entitled
4 to 1 hour of pay for each meal and rest break violation at their regular rate of pay. Defendants
5 failed and continue to fail to pay for meal and rest period violations at the employees' regular
6 rate of pay in violation of Section 11 of the applicable Wage Orders.

7 30. Plaintiffs seek restitution and injunctive relief for said violations.

8 31. Plaintiffs are informed and believe and thereon allege that at all times herein
9 mentioned, Defendants have engaged in unlawful, deceptive, and unfair business practices
10 prohibited by California B&PC §17200, thereby depriving their employees and the putative class
11 the minimum working standards and conditions due to them under the California labor laws and
12 Industrial Welfare Commission wage orders as specifically described herein. Plaintiffs seek an
13 injunction preventing Defendants from continuing their unfair business practice of improperly
14 depriving their employees of overtime pay, and payment of their regular rate of pay for meal and
15 rest period premiums. Plaintiffs further seek an order requiring Defendants to identify by full
16 name, telephone number, and last known address employees who worked or still work for
17 Defendants between 2021 through the date of judgment; Plaintiffs further seek an order requiring
18 Defendants to timely pay restitution to all current and former employees, including back wages,
19 premium payments, and interest.

20 **FAILURE TO PROVIDE ITEMIZED WAGE STATEMENTS**

21 32. Plaintiffs are informed and believe and thereon allege that as part of Defendants'
22 ongoing unfair business practices, Defendants, and each of them, fail to provide their employees
23 with proper and understandable itemized wage statement, as required by Labor Code § 226.

24 33. Plaintiffs are informed and believe, and thereon allege, that Defendants, and each
25 of them, fail to provide each employee with an itemized statement which states the actual regular
26 rate paid, the total hours worked by the employee, the gross and net wages earned, meal and rest
27 period premium payments, and all applicable hourly rates in effect during the pay period and the
28 corresponding number of hours worked at each hourly rate by the employee.

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35. Defendants' conduct in failing to reimburse Plaintiffs and the class for their necessary business expenses is also unfair within the meaning of Business and Professions Code §17200 because it is against established public policy and has been pursued to attain an unjustified monetary advantage for Defendants by unfairly and unlawfully reducing Plaintiffs and the other class members' compensation, as Plaintiffs and the class are required to come out of pocket for such expenses. As such, Defendants' business practices, including their illegal reimbursement policy and practice, is unfair, illegal and fraudulent, in that such policy and practice was intended to reduce Plaintiffs' and the class' due and owing compensation.

(Violation of Labor Code §§ 204, 510, 1194, and 1198)

37. Plaintiffs and all others similarly situated identified herein were and are employed and scheduled as a matter of established company policy to work and in fact worked as non-exempt hourly employees in excess of eight (8) hours per day and/or in excess of forty (40) hours per week. Defendants employed and scheduled all employees without providing overtime compensation for such excess hours worked in violation of Labor Code §§ 510 and 1194 and the relevant California Industrial Welfare Commission (IWC) orders. Labor Code § 204 establishes the fundamental right of all employees in the State of California to be paid the proper amount of wages in a timely fashion for their work, including overtime. Defendants always had a written and verbal agreement to pay overtime and double time based on the Plaintiffs and classes' regular rate of pay.

1 38. Pursuant to Labor Code §§ 218 and 1194(a), Plaintiffs may bring a civil action for
2 overtime wages directly against the employer without first filing a claim with the Division of
3 Labor Standards Enforcement (hereinafter “DLSE”) and may recover such wages, together with
4 interest thereon, penalties, attorneys’ fees, and costs.

5 39. At all times relevant hereto, Defendants have failed to pay to Plaintiffs and all
6 persons similarly situated wages when due as required by Labor Code § 204.

7 40. Pursuant to Labor Code § 1198, it is unlawful to employ persons for longer than
8 the hours set by the IWC or under conditions prohibited by the applicable IWC Wage Orders.

9 41. At all times relevant hereto, Plaintiffs are informed and believe and thereon allege
10 that Defendants have treated Plaintiffs as hourly non-exempt employees. Despite this
11 classification, Defendants have willfully violated the Labor Code with respect to meeting the
12 requirements of paying one (1) regular rate of pay and calculating overtime and double time
13 based on that regular rate, as herein before alleged. Defendants have failed to properly pay
14 premium overtime for hours worked in a week, and as such, Defendants are able to reduce their
15 overhead and operating expenses and gain an unfair advantage over competing companies
16 complying with state law. Furthermore, Defendants have failed to include all items of
17 remuneration when determining the employees’ regular rate of pay, as described above.

18 42. Plaintiffs are informed and believe and thereon allege that Defendants
19 consistently administered a corporate policy regarding off-the-clock work, staffing levels and
20 duties and responsibilities of the members of the classes which required the entirety of all classes
21 to work overtime without proper premium pay, and to fail to pay all wages for hours worked.
22 This corporate policy and pattern of conduct was/is accomplished with the advanced knowledge
23 and design of all Defendants herein. Thus, Plaintiffs and all others similarly situated routinely,
24 regularly and customarily performed overtime work and/or work that they failed to be
25 compensated at the appropriate hourly wage.

26 43. Plaintiffs are informed and believe and thereon allege that the obligations and
27 responsibilities of the class employees are irrelevant because Plaintiffs and all others similarly
28 situated merely allege wrongdoing with Defendants’ pay plans, policies and practices. Further,

1 the duties of Plaintiffs and all others similarly situated are not relevant in certifying any of the
2 classes.

3 44. Plaintiffs are informed, believe, and thereon allege that Defendants consistently
4 administered a corporate policy and practice of failing to include all remuneration into the
5 regular rate for purposes of calculating premium overtime payments and meal period penalties.
6 This corporate policy and pattern of conduct was/is accomplished with the advanced knowledge
7 and design of all Defendants herein. Thus, Plaintiffs and all others similarly situated routinely,
8 regularly, and customarily performed overtime work. Accordingly, Plaintiffs and all others
9 similarly situated are entitled to overtime compensation under California law. Further,
10 Defendants disseminated false information throughout Defendants' facilities and among the
11 employees reciting that all hourly non-exempt employees would receive premium overtime pay.

12 45. Defendants, and each of them, in violation of Labor Code §§ 201 and 202, et seq.,
13 respectively, had a consistent and uniform policy, practice, and procedure of willfully failing to
14 pay the earned and unpaid wages of all such former employees. Defendants have willfully failed
15 to pay the earned and unpaid wages of such individuals, including, but not limited to regular pay,
16 premium pay, and other wages earned and remaining uncompensated according to amendment,
17 or proof.

18 46. The pattern, practice and uniform administration of corporate policy regarding
19 illegal employee compensation as described herein is unlawful and creates an entitlement to
20 recovery by Plaintiffs and all others similarly situated, in a civil action, for the unpaid balance of
21 the full amount of the all wages owing, including the proper calculation of the regular rate and
22 the proper overtime premiums calculated at 1.5 or 2 times the legal regular rate which are owing,
23 including interest thereon, willful penalties, reasonable attorneys' fees, and costs of suit
24 according to the mandate of Labor Code § 1194, et. seq.

25 47. Likewise, Defendants have a pattern, practice, and uniform administration of
26 corporate policy regarding failure to comply with the required provisions of Labor Code § 226.7,
27 in failing to pay Plaintiffs and the class the meal and rest period premium payment at the regular
28 rate.

1 **THIRD CAUSE OF ACTION**

2 **(Violation of Labor Code §§ 200, et. seq.)**

3 48. Plaintiffs re-allege and incorporate by reference herein the allegations of all
4 preceding paragraphs as though fully set forth herein.

5 49. Labor Code §§ 200, et. seq., provides that an employer is required to pay an
6 employee all wages (including accrued vacation) immediately upon an employee's involuntary
7 separation from employment; immediately upon his or her voluntary separation if the employee
8 gave at least seventy two (72) hours notice, and within seventy-two (72) hours, if the employee
9 voluntarily separated, but did not give at least seventy-two (72) hours notice.

10 50. Plaintiffs and other former employees of Defendants employed in the State of
11 California separated from employment with Defendants, and did not timely receive a final
12 paycheck with all of their wages due from Defendants in violation of Labor Code §§
13 200, et seq. Plaintiffs are informed, believe, and thereon allege that Defendants also violated the
14 mandates of Labor Code §§ 200, et seq., as to other employees whose employment ended during
15 the period of time covered by this action.

16 51. Pursuant to Labor Code §§ 200, et. seq., each member of the class that no longer
17 works for Defendants, and who was not timely paid all of his or her wages due is entitled to one
18 (1) day of pay in penalties for each day that he or she was paid late, until payment was made, up
19 to a maximum of thirty (30) days.

20 **FOURTH CAUSE OF ACTION**

21 **FAILURE TO PAY MEAL AND REST PERIOD PREMIUMS AT THE PROPER**

22 **REGULAR RATE OF PAY**

23 **(Violation of Labor Code §§ 226.7 & 512, et seq.)**

24 52. Plaintiffs re-allege and incorporates by reference herein the allegations of all
25 preceding paragraphs as though fully set forth herein.

26 53. Plaintiffs believe and thereon allege that Labor Code §226.7 requires an employer
27 to pay an additional hour of compensation at the employee's regular rate of pay for each meal
28 period and rest period violation. During the class period, Plaintiffs are informed and believe, and

1 based thereon allege that Defendants have failed to pay Plaintiffs and the class members meal
2 period and rest period premium pay at their regular rate of pay. Defendants' improper meal and
3 rest period practices and policies are in violation of California law including, but not limited to
4 Labor Code § § 226.7, 512, and the IWC Wage Orders. Plaintiffs and the class are entitled to 1
5 hour of pay for each meal and rest period violation at their regular rate of pay.

6 54. Pursuant to Labor Code §226.7, Plaintiffs are entitled to damages in an amount
7 equal to one (1) hour of the employee's regular rate of pay per each meal and rest period
8 violation, in a sum to be proven at trial.

9 **FIFTH CAUSE OF ACTION**

10 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

11 **(Violation of Labor Code § 226)**

12 55. Plaintiffs re-allege and incorporate by reference herein the allegations of all
13 preceding paragraphs as though fully set forth herein.

14 56. Labor Code §226(a) provides, in pertinent part:

15 An employer, semimonthly or at the time of each payment of wages, shall furnish
16 to his or her employee, either as a detachable part of the check, draft, or voucher
17 paying the employee's wages, or separately if wages are paid by personal check or
18 cash, an accurate itemized statement in writing showing (1) gross wages earned,
19 (2) total hours worked by the employee, except as provided in subdivision (j), (3)
20 the number of piece-rate units earned and any applicable piece rate if the
21 employee is paid on a piece-rate basis, (4) all deductions, provided that all
22 deductions made on written orders of the employee may be aggregated and shown
23 as one item, (5) net wages earned, (6) the inclusive dates of the period for which
24 the employee is paid, (7) the name of the employee and only the last four digits of
25 his or her social security number or an employee identification number other than
26 a social security number, (8) the name and address of the legal entity that is the
27 employer and, if the employer is a farm labor contractor, as defined in subdivision
28 (b) of Section 1682, the name and address of the legal entity that secured the
services of the employer, and (9) all applicable hourly rates in effect during the
pay period and the corresponding number of hours worked at each hourly rate by
the employee. . . .

57. During the Class Period, Defendants knowingly and intentionally failed to provide
the Class Members, including Plaintiff Dourseau, with timely and accurate wage and hour
statements showing gross wages earned, total hours worked, all deductions made, net wages

1 earned, the name and address of the legal entity employing that Class Member, and all applicable
2 hourly rates in effect during each pay period and the corresponding number of hours worked at
3 each hourly rate by that Class Member.

4 58. The Class Members, including Plaintiff Dourseau, suffered injury as a result of
5 Defendants' knowing and intentional failure to provide the Class Members, with the wage and
6 hour statements required by law.

7 59. Based on Defendants' conduct as alleged herein, Defendants are liable for actual
8 damages, statutory damages, and/or statutory penalties pursuant to California Labor Code § 226,
9 attorney's fees and costs, and other applicable provisions of the Labor Code and applicable
10 Wage Order.

11 **SIXTH CAUSE OF ACTION**
12 **FAILURE TO PROVIDE MEAL PERIODS**
13 **(Violation of Labor Code §§ 226.7 and 512)**

14 60. Plaintiffs incorporate by reference as if fully set forth herein, the allegations of
15 paragraphs above.

16 61. California Labor Code § 512 and IWC Wage Order 5-2001 state that an employer
17 may not employ an employee for a work period of more than five (5) hours per day without
18 providing the employee a meal period of not less than 30 minutes, and an employer may not
19 employ an employee for a work period of more than 10 hours per day without providing the
20 employee with a second meal period of not less than 30 minutes. Unless the employee is
21 relieved of all duty during a 30-minute meal period, the meal period shall be considered an "on
22 duty" meal period and counted as time worked. California Labor Code § 226.7(a) further states
23 that no employer shall require any employee to work during any meal or rest period mandated by
24 an applicable order of the IWC.

25 62. Employers are prohibited from exerting coercion against the taking of, creating
26 incentives to forego, or otherwise encouraging the skipping of legally protected breaks.

27 63. Plaintiffs and members of the Class were not provided with or given the
28 opportunity to take the requisite meal periods before the end of the first 5 hours of work, nor

1 were they provided with or given the opportunity to take a proper second meal period during the
2 days when they worked more than 10 hours in a day. Defendants coerced Plaintiffs and the
3 members of the Class to forego meal periods by disciplining and/or threatening disciplinary
4 action against them if they attempted to take meal periods, created incentives to forego meal
5 breaks, and encouraged the skipping of meal periods by scheduling work to coincide with the
6 meal periods, among other things. As a result, Plaintiffs and members of the Class were required
7 to work and/or were not relieved of all duties during any meal period taken, and thus were
8 considered “on duty;” however, Defendants failed to count as time worked any “on duty” meal
9 period taken by Plaintiffs and the members of the Class.

10 64. Pursuant to California Labor Code § 226.7(c) and IWC Wage Order 5-2001, if an
11 employer fails to provide an employee a meal period in accordance with the applicable
12 provisions of the IWC Wage Orders, the employer shall pay the employee one (1) hour of pay at
13 the employee’s regular rate of pay for each workday that the meal period is not provided. As
14 such, Plaintiffs and members of the Class are entitled to an additional one hour’s pay for each
15 day in which Plaintiffs and members of the Class were not provided a proper meal break under
16 the above-described authorities.

17 65. Plaintiffs and the members of the Class request that the Court award interest on all
18 unpaid wages at the legal rate specified by California Civil Code § 3289(b), accruing from the
19 date the wages were due and payable pursuant to Labor Code § 218.6.

20 **SEVENTH CAUSE OF ACTION**

21 **FAILURE TO AUTHORIZE OR PERMIT REST PERIODS**

22 **(Violation of Labor Code § 226.7)**

23 66. Plaintiffs re-allege and incorporate by reference as if fully set forth herein, the
24 allegations of the preceding paragraphs.

25 67. The applicable IWC Wage Orders state that every employer shall authorize and
26 permit all employees to take rest periods. The authorized rest period time shall be based on the
27 total hours worked daily at the rate of ten (10) minutes net rest time per four hours of work, or a
28 major fraction thereof. An employer must provide employees with 10 minutes’ rest for shifts

1 from three and one-half to six hours in length, 20 minutes for shifts of more than six hours up to
2 10 hours, and 30 minutes for shifts of more than 10 hours up to 14 hours, and so on.

3 68. Plaintiffs and Class Members were not permitted to take rest periods, were
4 required to work during their rest periods, and/or were disciplined and/or were advised that they
5 would be disciplined if they took rest periods during work hours, in contravention of California
6 law. Moreover, based on Defendants' compensation plans, Plaintiffs and Class Members were
7 not separately compensated for their rest periods as required under California law.

8 69. Pursuant to California Labor Code § 226.7(c) and the applicable IWC Wage
9 Orders, if an employer fails to provide an employee a rest period in accordance with the
10 applicable IWC Wage Orders, the employer shall pay the employee one (1) hour of pay at the
11 employee's regular rate of compensation for each workday that the rest period is not provided.

12 70. As such, Plaintiffs and the Class members are entitled to an additional one hour's
13 pay for each day in which they were not provided a proper rest period under the above-described
14 authorities.

15 71. Plaintiffs and the members of the Class request that the Court award interest on all
16 unpaid wages at the legal rate specified by California Civil Code § 3289(b), accruing from the
17 date the wages were due and payable pursuant to Labor Code § 218.6.

18 **EIGHTH CAUSE OF ACTION**

19 **FAILURE TO REIMBURSE EXPENSES**

20 **(Violation of (Labor Code § 2802))**

21 72. Plaintiffs re-allege and incorporate by reference as if fully set forth herein, the
22 allegations of the preceding paragraphs.

23 73. California Labor Code § 2802 provides that "[a]n employer shall indemnify his or
24 her employee for all necessary expenditures or losses incurred by the employee in direct
25 consequence of the discharge of his or her duties."

26 74. Plaintiffs are informed and believe and thereon allege that at all relevant times
27 Plaintiffs and the class members incurred certain expenses for their jobs with Defendants,
28 including but not limited to using their personal cell-phones and personal vehicles for company

1 business. Despite this, Defendants failed and refused to indemnify Plaintiffs and the class for all
2 of their expenditures in carrying out their duties for Defendants.

3 75. As a result of Defendants' failure to indemnify Plaintiffs and the class members,
4 they have suffered losses according to proof, including prejudgment interest, costs, and
5 attorneys' fees in prosecuting this case.

6 **NINTH CAUSE OF ACTION**

7 **PRIVATE ATTORNEYS GENERAL ACT**

8 **(Violation of Labor Code §§ 2698 and 2699)**

9 76. Plaintiffs re-allege and incorporate by reference as if fully set forth herein, the
10 allegations of the preceding paragraphs.

11 77. On or about May 15, 2025, Plaintiff Dourseau provided written notice to the
12 Labor and Workforce Development Agency ("LWDA") and Defendants of the specific
13 provisions of the Labor Code alleged to have been violated, including the facts and theories to
14 support the alleged violations.

15 78. The LWDA failed to respond to Plaintiffs' counsel's correspondence and failed to
16 notify Plaintiffs' counsel as to whether it would investigate the allegations contained therein,
17 within the time period requirements of the Private Attorneys General Act (PAGA), under Labor
18 Code §2699.3. Plaintiffs have fully complied with the notice requirements set forth in Labor
19 Code §2699.3 in order to commence a civil action against an employer pursuant to Labor Code
20 §2699.

21 79. Defendants' failure to pay Plaintiffs for all hours worked, minimum wages,
22 overtime compensation, failure to provide meal periods, failure to authorize and permit rest
23 periods, failure to pay all wages upon termination or resignation, failure to provide accurate
24 itemized wage statements, and failure to reimburse expenses, will subject Defendants to civil
25 penalties pursuant to, without limitation, Labor Code §§ 201, 202, 203, 204, 226, 245, 246, 510,
26 512, 551, 552, 1174, 1194, 1198 and IWC Wage Orders.

27 80. Plaintiffs are aggrieved employees as defined in Labor Code §§2699(a) and (c),
28 and related Labor Code provisions. Plaintiffs bring this cause of action on behalf of themselves,

as private attorneys general, and in a representative capacity on behalf of other aggrieved employees, affected by the labor law violations alleged herein.

81. Defendants committed numerous violations of the California Labor Code and IWC Wage Orders against the Plaintiffs, and on information and belief, against members of the Class and other current and former employees while they were employed by Defendants, including but not limited to:

a. Defendants violated Labor Code §§ 510, 511, 1194 and/or IWC Wage Orders by failing to pay Plaintiffs and the members of the Class, and on information and belief, other current and former employees of Defendants, all minimum, straight time and overtime wages owed in compliance with California law;

b. Defendants violated Labor Code §§ 226.7, 510, 1194, 1197 and/or IWC Wage Orders by failing to pay Plaintiffs and the members of the Class by failing to pay for a missed meal or rest period at the regular rate of pay;

c. Defendants violated Labor Code §§ 1194, 1197 and/or IWC Wage Orders by failing to pay Plaintiffs and the members of the Class, and on information and belief, other current and former employees of Defendants, all minimum wages owed in compliance with California law;

d. Defendants violated Labor Code §§ 1194, 204, 510, 511 and/or IWC Wage Orders by failing to pay Plaintiffs and the members of the Class, and on information and belief, other current and former employees of Defendants, all wages owed in a timely manner in compliance with California law;

e. Defendants violated Labor Code § 226.7, 512, and /or IWC Wage Orders by failing to provide Plaintiffs and the members of the Class, and on information and belief, other current and former employees of Defendants, the opportunity to take the requisite meal periods in compliance with California law;

f. Defendants violated Labor Code § 226.7 and/or IWC Wage Orders by failing to authorize and permit Plaintiffs and the members of the Class, and on information and belief, other current and former employees of Defendants, the opportunity to take the requisite rest periods in compliance with California law;

g. Defendants violated Labor Code §§ 226, 1174 and/or IWC Wage Orders by

1 failing to properly maintain accurate employment time and records, maintain and/or submit
2 accurate itemized wage statements on behalf of Plaintiffs, members of the Class, and on
3 information and belief, on behalf of other current and former employees of Defendants as
4 described herein;

5 h. Defendants violated Labor Code §§ 201, 202 and/or IWC Wage Orders by
6 failing to pay Plaintiffs, the Class, and on information and belief, other current and former
7 employees of Defendants as described herein; and

8 i. Defendants violated Labor Code § 2802 and/or the IWC Wage Orders by failing
9 to pay Plaintiffs and other members of the Class all of their reasonable and necessary expenses.

10 82. Pursuant to Labor Code § 2699, Plaintiffs, members of the Class, and all other
11 aggrieved current and former employees seek to recover civil penalties, as otherwise provided by
12 statute and wage order, for which Defendants are liable as a result of their violations of the
13 California Labor Code and applicable wage order(s) in an amount to be proven at trial. These
14 penalties include, but are not limited to, those provided by Labor Code §§ 201, 202, 203, 204,
15 210, 226, 226.3, 226.7, 245, 246, 256, 510, 512, 558, 1174, 1194, 1197, 2699, and IWC Wage
16 Orders. Plaintiffs and aggrieved current and former employees further seek and award of
reasonable attorneys' fees and costs pursuant to Labor Code § 2698 and 2699.

17 **PRAYER FOR RELIEF**

18 WHEREFORE, Plaintiffs pray:

19 1. That the Court determines this action may be maintained as a class action;

20 **As to the First Cause of Action:**

21 2. For an order preliminarily and permanently enjoining Defendants from engaging
22 in the practices challenged herein;

23 3. An order for full restitution of all monies, as necessary and according to proof, to
24 restore any and all monies withheld by the Defendants by means of the unfair practices
25 complained of herein. Plaintiffs seek, on behalf of the putative class, the appointment of a
26 receiver, as necessary. The restitution includes all monies retained as wages, as defined in Labor
27 Code §§ 201, 202, 510, and 1194, and interest, and attorneys' fees as a result of the unfair
28 business practices;

1 4. For an order finding and declaring that Defendants' acts and practices as
2 challenged herein are unlawful, unfair, and/or fraudulent;

3 5. For an accounting, under the administration of Plaintiffs and subject to court
4 supervision, to determine the amount to be returned by Defendants and the amounts to be
5 refunded to members who are or were not paid all their wages due to Defendants' unfair business
6 practices;

7 6. For the creation of an administrative process wherein each injured current and
8 former employee receives his or her back wages in the form of overtime pay or alternatively that
9 each current or former eligible employee may submit a claim in order to receive his/her money;

10 7. For an order requiring Defendants to make full restitution and payment pursuant
11 to B&PC Sections 17200, et seq.;

12 8. For all other appropriate declaratory and equitable relief;

13 9. For pre-judgment interest to the extent permitted by law;

14 10. For an order requiring Defendants to identify, by name, address and telephone
15 number of each person who worked in California as an hourly non-exempt employee for
16 Defendants between 2021 through the time of judgment;

17 11. For an order imposing all civil and statutory penalties provided by law.

18 **As to the Second and Fourth Cause of Action:**

19 12. For damages according to proof, as set forth in Labor Code §§ 510, 226.7 and
20 1194, et seq., (and the applicable California Industrial Welfare Commission wage orders)
21 regarding wages due and owing;

22 13. For pre-judgment interest as allowed by Labor Code § 1194 and California Civil
23 Code § 3287(b), for waiting time penalties as authorized by Labor Code § 203, and for
24 reasonable attorneys' fees;

25 14. For an order imposing all civil and statutory penalties provided by law.

26 **As to the Third Cause of Action:**

27 15. For waiting for time penalties for all former employees not timely paying their
28 last paycheck, including vacation pay;

1 16. For reasonable attorneys' fees and costs;

2 17. For an order imposing all civil and statutory penalties provided by law.

3 **As to the Fifth Cause of Action:**

4 18. For recovery as authorized by Labor Code §226(e);

5 19. For injunctive relief to ensure Defendants' compliance with Labor Code §226 and
6 the IWC Wage Orders §7(A) pursuant to Labor Code §226(h);

7 20. For an award of costs and reasonable attorneys' fees pursuant to Labor Code
8 §226(e) and/or §226(h);

9 21. For an order imposing all civil and statutory penalties provided by law.

10 **As to the Sixth Cause of Action:**

11 22. One (1) hour of pay at each of the employees' regular rate of compensation for
12 each workday that a meal period was not provided, impeded, discouraged, and/or dissuaded;

13 23. For an order imposing all civil and statutory penalties provided by law.

14 **As to the Seventh Cause of Action:**

15 24. One (1) hour of pay at each of the employees' regular rate of compensation for
16 each workday that a rest period was not authorized or permitted, or impeded, interrupted,
17 discouraged, and/or dissuaded;

18 25. For an order imposing all civil and statutory penalties provided by law.

19 **As to the Eighth Cause of Action:**

20 26. For recovery of all necessary expenditures or losses incurred by Plaintiffs and the
21 class members, according to proof;

22 27. For pre-judgment interest as allowed by Labor Code §§ 218.6, 1194(a), and Civil
23 Code § 3287;

24 28. For an award of reasonable attorneys' fees and costs pursuant to Labor Code §
25 2802(c).

26 **As to the Ninth Cause of Action:**

27 29. That the Court declare, adjudge and decree that Defendants violated California
28 Private Attorneys General Act, Labor Code § 2698 and 2699;

1 30. For an order imposing all civil and statutory penalties provided by law;

2 31. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
3 California Labor Code § 2699(g); and

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

5 **As to All Causes of Action:**

6 33. For reasonable costs incurred;

7 34. For such other and further relief as this Court may deem just and proper.

8
9 Dated: July 21, 2025

BARTZ LAW GROUP, APC

10
11 By: /s/ Aaron A. Bartz
12 AARON A. BARTZ
13 REX J. PHILLIPS
14 Attorneys for Plaintiff FELTON DOURSEAU
15 and all others similarly situated
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Dated: July 21, 2025

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