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FILED
Superior Court of California
County of Los Angeles
10/21/2026
David W. Slayton, Executive Officer / Clerk of Court
By: C. Gomez Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

RENE GUTIERREZ, JULIA ANNE JENKINS, WILBERT NAPOLEAN, AND CRISTIAN JUAREZ individually, and on behalf of all others similarly situated,

Plaintiffs,

v.

BAY AREA AG INC. DBA CARDINALEWAY HYUNDAI OF GLENDORA, a California Corporation; CARDINALE OLDSMOBILE GMC TRUCK INC. DBA CARDINALE AUTOMOTIVE GROUP, a California Corporation; SAUL CHEVROLET, INC.; CARDINALE NISSAN, INC., a California corporation; CARDINALE PROTECTIVE SERVICES, INC., a California corporation; CARDINALE MOTORS SLO INC., a California corporation; CARDINALE GROUP INC. fka Cardinale AG Vehicle Supply Inc.; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 25STCV12791

SECOND AMENDED CLASS AND PAGA REPRESENTATIVE ACTION COMPLAINT:

1. Failure to Pay Minimum and Straight Time Wages (Cal. Lab. Code §§ 204, 1194, 1194.2, 1197, and 1197.1);
2. Failure to Pay Overtime Wages (Cal. Lab. Code §§ 1194 and 1198);
3. Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512);
4. Failure to Authorize and Permit Rest Periods (Cal. Lab. Code §§ 226.7);
5. Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201-203);
6. Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226);
7. Failure to Indemnify Employees for Expenditures (Cal. Lab. Code § 2802);
8. Failure to Produce Requested Employment Records (Cal. Lab. Code §§ 226 and 1198.5);
9. Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, *et seq*.);
10. Violation of Paid Sick Leave (Labor Code § 246);
11. Failure to Timely Pay Employees in Violation of Labor Code § 204(a)(b);

12. Failure to Keep Complete and Accurate Payroll Records (Cal. Lab. Code § 1174(d));
13. Civil Penalties Under PAGA (Cal. Lab. Code § 2699, et seq.)

DEMAND FOR JURY TRIAL

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Plaintiffs Rene Gutierrez, Julia Anne Jenkins, Wilbert Napolean, and Cristian Juarez ("Plaintiffs"), on information and belief, alleges as follows:

INTRODUCTION & PRELIMINARY STATEMENT

1. Plaintiffs bring this action against Defendants Bay Area AG Inc. dba CardinaleWay Hyundai of Glendora, Cardinale Oldsmobile GMC Truck Inc. dba Cardinale Automotive Group, Saul Chevrolet, Inc., Cardinale Nissan, Inc., Cardinale Protective Services, Inc., Cardinale Motors SLO Inc., and Cardinale Group Inc. *fka* Cardinale AG Vehicle Supply Inc., and DOES 1 through 100, inclusive, and DOES 1 through 10 (hereinafter collectively referred to as "Defendants") for California Labor Code violations and unfair business practices stemming from Defendants' failure to pay for all hours worked (minimum, straight time, and overtime wages), failure to provide meal periods, failure to authorize and permit rest periods, failure to timely pay final wages, failure to furnish accurate wage statements, failure to indemnify employees for expenditures, and failure to produce requested employment records.

2. Plaintiffs bring the First through Twelfth Causes of Action individually and as a class action on behalf of Plaintiffs and certain current and former employees of Defendants (hereinafter collectively referred to as the "Class" or "Class Members," and defined more fully below). The Class consists of Plaintiffs and all other persons who have been employed by any Defendant in California as an hourly-paid or non-exempt employee during the statute of limitations period applicable to the claims pleaded here.

3. Plaintiffs bring the Thirteenth Cause of Action as a representative action under the Labor Code Private Attorneys Act of 2004, Labor Code sections 2698 et seq. (PAGA) to recover civil penalties that are owed to Plaintiffs, the State of California, and past and present non-exempt employees employed by Defendants in the State of California during the statute of limitations period for their PAGA claim (herein after referred to as the "Aggrieved Employees").

4. Defendants own/owned and operate/operated an industry, business, and establishment within the State of California, including Los Angeles County. As such and based upon all the facts and circumstances incident to Defendants' business in California, Defendants are

subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission ("IWC"), and the California Business & Professions Code.

5. Despite these requirements, throughout the statutory period, Defendants have, at times:

(a) Failed to pay some, but not necessarily all employees for all hours worked, including all minimum, straight time, and overtime wages in compliance with the California Labor Code and IWC Wage Orders;

(b) Failed to provide some, but not necessarily all employees with timely and duty-free meal periods in compliance with the California Labor Code and IWC Wage Orders, failed to maintain accurate records of all meal periods taken or missed, and failed to pay an additional hour's pay for each workday a meal period violation occurred;

(c) Failed to authorize and permit some, but not necessarily all employees to take timely and duty-free rest periods in compliance with the California Labor Code and IWC Wage Orders, and failed to pay an additional hour's pay for each workday a rest period violation occurred;

(d) Willfully failed to pay some, but not necessarily all employees all minimum wage, straight time wages, overtime wages, meal period premium wages, and rest period premium wages due within the time period specified by California law when employment terminates;

(e) Failed to provide some, but not necessarily all employees with accurate, itemized wage statements containing all the information required by the California Labor Code and IWC Wage Orders;

(f) Failed to indemnify some, but not necessarily all employees for expenditures incurred in direct discharge of duties of employment; and

(g) Failed to timely produce requested employment records to some, but not necessarily all employees as required by the California Labor Code and IWC Wage Order.

6. On information and belief, Defendants were on actual and constructive notice of the improprieties alleged herein and intentionally refused to rectify their unlawful conduct. Defendants' violations, as alleged above, during all relevant times herein were willful and deliberate.

7. At all relevant times, Defendants were and are legally responsible for all of the unlawful conduct, policies, acts and omissions as described in each and all of the foregoing paragraphs as the employers of Plaintiffs and the Class. Further, Defendants are responsible for each of the unlawful acts or omissions complained of herein under the doctrine of "respondeat superior."

THE PARTIES

A. Plaintiff

8. Plaintiff Rene Gutierrez is a resident of Baldwin Park, California who worked for Defendants in Los Angeles County, California as an hourly-paid, non-exempt employee from approximately August 2024 to approximately March 2025.

9. Plaintiff Wilbert Napolean worked at Defendants' CardinaleWay Hyundai – Corona car dealership in the non-exempt positions of "Sales Person" and "Buyer" (or other similarly titled position) from approximately November 10, 2019, until approximately June 26, 2024.

10. Plaintiff Julia Anne Jenkins is a resident of the State of California. At all relevant times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants employed Plaintiff as a non-exempt employee, with duties that included, but were not limited to, automotive sales and finance from approximately August 2, 2020, through April 7, 2022.

11. Plaintiff Cristian Juarez is a resident of California who worked for Defendants during the relevant statutory period.

12. Plaintiffs reserve the right to seek leave to amend this complaint to add new Plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v. American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

B. Defendants

13. Plaintiffs are informed and believe, and based upon that information and belief

alleges, that Defendants Bay Area AG Inc. dba CardinaleWay Hyundai of Glendora, Cardinale Oldsmobile GMC Truck Inc. dba Cardinale Automotive Group, Saul Chevrolet, Inc., Cardinale Nissan, Inc., Cardinale Protective Services, Inc., Cardinale Motors SLO Inc., and Cardinale Group Inc. *fka* Cardinale AG Vehicle Supply Inc., are, and at all times herein mentioned, were:

(a) Business entities conducting business in numerous counties throughout the State of California, including Los Angeles County; and,

(b) The former employers of Plaintiffs, and the current and/or former employers of the putative Class because Defendants Bay Area AG Inc. dba CardinaleWay Hyundai of Glendora, Cardinale Oldsmobile GMC Truck Inc. dba Cardinale Automotive Group, Saul Chevrolet, Inc., Cardinale Nissan, Inc., Cardinale Protective Services, Inc., Cardinale Motors SLO Inc., and Cardinale Group Inc. *fka* Cardinale AG Vehicle Supply Inc., suffered and permitted Plaintiffs and the Class to work; and/or exercised control over their wages, hours, or working conditions; and/or engaged Plaintiffs and the Class, thereby creating a common law employment relationship.

14. Plaintiffs do not know the true names or capacities of the persons or entities sued herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious names. Each of the Doe Defendants was in some manner legally responsible for the damages suffered by Plaintiffs and the Class as alleged herein. Plaintiffs will amend this complaint to set forth the true names and capacities of these Defendants when they have been ascertained, together with appropriate charging allegations, as may be necessary.

15. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or injured Plaintiffs and a significant number of the Class in the State of California.

16. Plaintiffs are informed and believe and thereon alleges that at all relevant times each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiffs and the other employees described in the class definitions below, and exercised control over their wages, hours, and working conditions. Plaintiffs are informed and believes and thereon alleges that, at all

relevant times, each Defendant was the principal, agent, partner, joint venturer, joint employer, officer, director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in interest of some or all of the other Defendants, and was engaged with some or all of the other Defendants in a joint enterprise for profit, and bore such other relationships to some or all of the other Defendants so as to be liable for their conduct with respect to the matters alleged below. Plaintiffs are informed and believe and thereon alleges that each Defendant acted pursuant to and within the scope of the relationships alleged above, that each Defendant knew or should have known about, and authorized, ratified, adopted, approved, controlled, aided, and abetted the conduct of all other Defendants.

ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

17. Plaintiff Rene Gutierrez worked for Defendants in Los Angeles County, California as an hourly-paid, non-exempt employee from approximately August 2024 to approximately March 2025. During Plaintiff's employment for Defendants, Defendants paid Plaintiff an hourly wage and classified Plaintiff as non-exempt from overtime. Defendants repeatedly and frequently scheduled Plaintiff to work at least five days in a workweek and at least eight hours per day, but Plaintiff also worked more than eight hours in a workday and more than forty (40) hours in a workweek.

18. Plaintiff Wilbert Napolean worked at Defendants' CardinaleWay Hyundai – Corona car dealership in the non-exempt positions of "Sales Person" and "Buyer" (or other similarly titled position) from approximately November 10, 2019, until approximately June 26, 2024. While working on a commission-only basis, Plaintiff worked shifts in excess of 3.5 hours, and was not provided with a paid rest period for every 4-hour period worked, or major fraction thereof, due to Defendants' commission compensation plan, which failed to separately compensate Plaintiff for all required rest periods. *See Vaquero v. Stoneledge Furniture LLC*, 9 Cal.App.5th 98 (2017); *Bluford v. Safeway Inc*., 216 Cal.App.4th 864 (2013) ("There is no dispute that Safeway's activity-based compensation system did not separately compensate drivers for their rest periods."). Upon information and belief, for at least a portion of the relevant time period, Defendants failed to

properly pay Plaintiff Napolean for rest periods at the correct rate of pay as required by Industrial Welfare Commission Wage Order 4 § 12(A).

19. Plaintiff Julia Anne Jenkins is a resident of the State of California. At all relevant times herein, Plaintiff Jenkins is informed and believes, and based thereon alleges, that Defendants employed Plaintiff Jenkins as a non-exempt employee, with duties that included, but were not limited to, automotive sales and finance. Plaintiff Jenkins worked for Defendants from approximately August 2, 2020, through April 7, 2022.

20. Plaintiff Cristian Juarez is a resident of California who worked for Defendants during the relevant statutory period. Defendants paid Plaintiff Juarez an hourly wage and classified Plaintiff Juarez as non-exempt from overtime. Defendants repeatedly and frequently scheduled Plaintiff Juarez to work at least five days in a workweek and at least eight hours per day, but Plaintiff Juarez also worked more than eight hours in a workday and more than forty (40) hours in a workweek.

21. Throughout Plaintiffs' employment, Defendants, at times, failed to pay Plaintiffs for all hours worked (including minimum, straight time, and overtime wages), failed to provide Plaintiffs with legally compliant meal periods, failed to authorize and permit Plaintiffs to take rest periods, failed to timely pay all final wages to Plaintiffs when Defendants terminated Plaintiff's employment, failed to furnish accurate wage statements to Plaintiffs, failed to indemnify Plaintiffs for expenditures, and failed to produce requested employment records.

22. Throughout the statutory period, Defendants, at times, failed to pay Plaintiffs and some of, but not necessarily all of, the Class for all hours worked, including minimum, straight time, and overtime wages. Defendants would, at times, manufacture time keeping records to falsely show that Plaintiffs and some of, but not necessarily all of, the Class took meal periods when in fact they worked "off-the-clock," uncompensated. The effect is that Plaintiffs and some of, but not necessarily all of, the Class worked through meal periods "off-the-clock," and continued to work after they had clocked out for the workday. Defendants paid Plaintiffs and some of, but not necessarily all of, the Class less than all their work time. Some of this unpaid work should have been paid at the overtime rate. In failing to pay for all hours worked, Defendants also failed to

maintain accurate records of the hours Plaintiffs and some of, but not necessarily all of, the Class worked.

23. Throughout the statutory period, Defendants wrongfully failed to provide Plaintiffs and some of, but not necessarily all of, the Class with legally compliant meal periods. Defendants required Plaintiffs and some of, but not necessarily all of, the Class to work in excess of five consecutive hours a day without providing a 30-minute, uninterrupted, and duty-free meal period for every five hours of work, or without compensating Plaintiffs and some of, but not necessarily all of, the Class for all missed meal periods that were not provided by the end of the fifth hour of work or tenth hour of work. Instead, Defendants continued to assert control over Plaintiffs and some of, but not necessarily all of, the Class by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory meal periods, or by denying Plaintiffs and some of, but not necessarily all of, the Class permission to take a meal period. Defendants also failed, at times, to permit Plaintiffs and some of, but not necessarily all of, the Class to take a second meal period when they worked at least ten hours of work in a workday. As described above, Defendants would manufacture time keeping records to falsely show that Plaintiffs and some of, but not necessarily all of, the Class took meal periods by the fifth hour of work or took meal periods when in fact they worked "off-the-clock", uncompensated. Accordingly, Defendants failed to provide meal periods to Plaintiffs and some of, but not necessarily all of, the Class in compliance with California law.

24. Throughout the statutory period, Defendants have, at times, wrongfully failed to authorize and permit Plaintiffs and some of, but not necessarily all of, the Class to take legally compliant rest periods. Defendants required Plaintiffs and some of, but not necessarily all of, the Class to work in excess of four consecutive hours a day without Defendants authorizing and permitting them to take a 10-minute, uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours), or without compensating Plaintiffs and some of, but not necessarily all of, the Class for rest periods that were not authorized or permitted. Instead, Defendants continued to assert control over Plaintiffs and some of, but not necessarily all of, the Class by requiring, pressuring, or encouraging them to perform work tasks which could not be

completed without working in lieu of taking mandatory rest periods, or by denying Plaintiffs and some of, but not necessarily all of, the Class permission to take a rest period. Accordingly, Defendants failed to authorize and permit Plaintiffs and some of, but not necessarily all of, the Class to take rest periods in compliance with California law.

25. Throughout the statutory period, Defendants, at times, willfully failed and refused to timely pay Plaintiffs and some of, but not necessarily all of, the Class all final wages due at their termination of employment. In addition, Plaintiffs' final paycheck did not include payment for all expenditures, minimum wage, straight time wages, overtime wages, meal period premium wages, and rest period premium wages owed to Plaintiffs by Defendants at the conclusion of Plaintiffs' employment. On information and belief, Defendants' failure to timely pay Plaintiffs' final wages when Plaintiffs' employment terminated was not a single, isolated incident, but was instead consistent with Defendants' practices that applied, at times, to Plaintiffs and some of, but not necessarily all of, the Class.

26. Throughout the statutory period, Defendants failed, at times, to furnish Plaintiffs and some of, but not necessarily all of, the Class with accurate, itemized wage statements showing all applicable hourly rates, and all gross and net wages earned (including correct hours worked, correct wages for meal periods that were not provided in accordance with California law, and correct wages for rest periods that were not authorized and permitted to take in accordance with California law). As a result of these violations of California Labor Code § 226(a), the Plaintiffs and some of, but not necessarily all of, the Class suffered injury because, among other things:

(a) the violations led them to believe that they were not entitled to be paid minimum wage, straight time wages, overtime wages, meal period premium wages, and rest period premium wages, even though some, but not necessarily all, of them were entitled;

(b) the violations led them to believe that they had been paid the minimum wage, straight time wages, overtime wages, meal period premium wages, and rest period premium wages, even though some, but not necessarily all of them had not been;

(c) the violations led them to believe they were not entitled to be paid minimum wage, straight time wages, overtime wages, meal period premium wages, and rest period premium wages at the correct California rate even though some, but not necessarily all of them were entitled;

(d) the violations led them to believe they had been paid minimum wage, straight time wages, overtime wages, meal period premium wages, and rest period premium wages at the correct California rate even though some, but not necessarily all of them had not been;

(e) the violations hindered them from determining the amounts of minimum wage, straight time wages, overtime wages, meal period premium wages, and rest period premium wages owed to some, but not necessarily all of them;

(f) in connection with their employment before and during this action, and in connection with prosecuting this action, the violations caused them to have to perform mathematical computations to determine the amounts of wages owed to some, but not necessarily all of them, computations they would not have to make if the wage statements contained the required accurate information;

(g) by understating the wages truly due to some, but not necessarily all of them, the violations caused some, but not necessarily all of them to lose entitlement and/or accrual of the full amount of Social Security, disability, unemployment, and other governmental benefits;

(h) the wage statements inaccurately understated the wages, hours, and wage rates to which Plaintiffs and some, but not necessarily all of the Class were entitled, and Plaintiffs and some, but not necessarily all of the Class were paid less than the wages and wage rates to which some, but not necessarily all of them were entitled.

Thus, Plaintiffs and some, but not necessarily all of the Class are owed the amounts provided for in California Labor Code § 226(e).

27. Throughout the statutory period, Defendants have wrongfully required Plaintiffs and some, but not necessarily all of the Class to pay expenses that they incurred in direct discharge of their duties for Defendants. Plaintiffs and some, but not necessarily all, of the Class paid out-of-pocket for necessary employment-related expenses.

28. Plaintiffs and some of the Class incurred substantial expenses as a direct result of performing their job duties for Defendants, but Defendants failed to indemnify Plaintiffs and some of the Class for these employment-related expenses.

29. Plaintiffs sent written request through Plaintiffs' counsel to Defendants for Plaintiffs' personnel file, pay records, wage statements, timekeeping records, and other employment-related documents pursuant to Labor Code section 226 and 1198.5. However, Defendants failed to timely produce the requested employment records, in violation of Labor Code sections 226 and 1198.5.

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CLASS ACTION ALLEGATIONS

30. Plaintiffs bring certain claims individually, as well as on behalf of each and all other persons similarly situated, and thus, seek class certification under California Code of Civil Procedure § 382.

31. All claims alleged herein arise under California law for which Plaintiffs seek relief authorized by California law.

32. The proposed Class consists of and is defined as:

> All current and former non-exempt employees Saul Chevrolet, Inc. who were employed in the State of California at any time from September 29, 2019 through the date the court enters an order granting preliminary approval of the settlement;
>
> All current and former non-exempt employees of Bay Area AG who were employed in the State of California at any time from May 1, 2021 through the date the court enters an order granting preliminary approval of the settlement;

All current and former non-exempt employees of Cardinale Oldsmobile GMC Truck, Inc. who were employed in the State of California at any time from September 29, 2019 through March 30, 2020, and from September 1, 2021 through the date the court enters an order granting preliminary approval of the settlement;

All current and former non-exempt employees of Cardinale Protective Services, Inc. who were employed in the State of California at any time from September 29, 2019 through March 30, 2020, and from September 1, 2021 through the date the court enters an order granting preliminary approval of the settlement;

All current and former non-exempt employees of Cardinale Nissan, Inc. who were employed in the State of California at any time from September 29, 2019 through March 30, 2020, and from September 1, 2021 through the date the court enters an order granting preliminary approval of the settlement;

All current and former non-exempt employees of Cardinale Motors SLO, Inc. who were employed in the State of California at any time from September 29, 2019 through March 30, 2020, and from September 1, 2021 through the date the court enters an order granting preliminary approval of the settlement; and

All current and former non-exempt employees of Cardinale Group, Inc. who were employed in the State of California at any time from September 29, 2019 through March 30, 2020, and from September 1, 2021 through the date the court enters an order granting preliminary approval of the settlement.
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33. At all material times, Plaintiffs were members of the Class.

34. Plaintiffs undertake this concerted activity to improve the wages and working conditions of all Class Members.

35. There is a well-defined community of interest in the litigation and the Class is readily ascertainable:

(a) Numerosity: The members of the Class (and each subclass, if any) are so numerous that joinder of all members would be unfeasible and impractical. The membership of the entire Class is unknown to Plaintiffs at this time; however, the Class is estimated to be greater than forty (40) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' records.

(b) Typicality: Plaintiffs are qualified to, and will, fairly and adequately protect

the interests of each Class Member with whom there is a shared, well-defined community of interest, and Plaintiffs' claims (or defenses, if any) are typical of all Class Members' claims as demonstrated herein.

(c) Adequacy: Plaintiffs are qualified to, and will, fairly and adequately protect the interests of each Class Member with whom there is a shared, well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiffs have no conflicts with or interests antagonistic to any Class Member. Plaintiffs' attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiffs have incurred, and throughout the duration of this action, will continue to incur costs and attorneys' fees that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.

(d) Superiority: A Class Action is superior to other available methods for the fair and efficient adjudication of the controversy, including consideration of:

1) The interests of the members of the Class in individually controlling the prosecution or defense of separate actions;

2) The extent and nature of any litigation concerning the controversy already commenced by or against members of the Class;

3) The desirability or undesirability of concentrating the litigation of the claims in the particular forum; and,

4) The difficulties likely to be encountered in the management of a class action.

(e) Public Policy Considerations: The public policy of the State of California is to resolve the California Labor Code claims of many employees through a class action. Indeed, current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are also fearful of bringing actions because they believe their former employers might

damage their future endeavors through negative references and/or other means. Class actions provide the class members who are not named in the complaint with a type of anonymity that allows for the vindication of their rights at the same time as their privacy is protected.

36. There are common questions of law and fact as to the Class (and each subclass, if any) that predominate over questions affecting only individual members, including without limitation, whether, as alleged herein, Defendants have:

(a) Failed to pay Class Members for all hours worked, including minimum, straight time, and overtime wages;

(b) Failed to provide meal periods and pay meal period premium wages to Class Members;

(c) Failed to authorize and permit rest periods and pay rest period premium wages to Class Members;

(d) Failed to provide Class Members with timely final wages;

(e) Failed to provide Class Members with accurate wage statements;

(f) Failed to indemnify Class Members for expenditures;

(g) Failed to produce requested employment records; and

(h) Violated California Business & Professions Code §§ 17200 *et. seq*. as a result of their illegal conduct as described above.

37. This Court should permit this action to be maintained as a class action pursuant to California Code of Civil Procedure § 382 because:

(a) The questions of law and fact common to the Class predominate over any question affecting only individual Class Members;

(b) A class action is superior to any other available method for the fair and efficient adjudication of the claims of the Class Members;

(c) The members of the Class are so numerous that it is impractical to bring all members of the class before the Court;

(d) Plaintiffs, and the other members of the Class, will not be able to obtain

effective and economic legal redress unless the action is maintained as a class action;

(e) There is a community of interest in obtaining appropriate legal and equitable relief for the statutory violations, and in obtaining adequate compensation for the damages and injuries for which Defendants are responsible in an amount sufficient to adequately compensate the members of the Class for the injuries sustained;

(f) Without class certification, the prosecution of separate actions by individual members of the Class would create a risk of:

1) Inconsistent or varying adjudications with respect to individual members of the Class which would establish incompatible standards of conduct for Defendants; and/or,

2) Adjudications with respect to the individual members which would, as a practical matter, be dispositive of the interests of other members not parties to the adjudications, or would substantially impair or impede their ability to protect their interests, including but not limited to the potential for exhausting the funds available from those parties who are, or may be, responsible Defendants; and,

(g) Defendants have acted or refused to act on grounds generally applicable to the Class, thereby making final injunctive relief appropriate with respect to the class as a whole.

38. Plaintiffs contemplate the eventual issuance of notice to the proposed members of the Class that would set forth the subject and nature of the instant action. The Defendants' own business records may be utilized for assistance in the preparation and issuance of the contemplated notices. To the extent that any further notices may be required, Plaintiffs contemplate the use of additional techniques and forms commonly used in class actions, such as published notice, e-mail notice, website notice, first-class mail, or combinations thereof, or by other methods suitable to the Class and deemed necessary and/or appropriate by the Court.

FIRST CAUSE OF ACTION

(Against All Defendants for Failure to Pay Minimum and Straight Time Wages for All Hours Worked)

39. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 38 in this Complaint.

40. "Hours worked" is the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

41. At all relevant times herein mentioned, Defendants, at times, knowingly failed to pay to Plaintiffs and some of, but not necessarily all of, the Class compensation for all hours they worked. By their failure to pay compensation for each hour worked as alleged above, Defendants willfully violated the provisions of California Labor Code § 1194, and any additional applicable Wage Orders, which require such compensation to non-exempt employees.

42. Accordingly, Plaintiffs and some of, but not necessarily all of, the Class are entitled to recover minimum and straight time wages for all non-overtime hours worked for Defendants.

43. By and through the conduct described above, Plaintiffs and some of, but not necessarily all of, the Class have been deprived of their rights to be paid wages earned by virtue of their employment with Defendants.

44. By virtue of the Defendants' unlawful failure to pay additional compensation to Plaintiffs and some of, but not necessarily all of, the Class for their non-overtime hours worked without pay, Plaintiffs and some of, but not necessarily all of, the Class suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiffs and the Class, and which will be ascertained according to proof at trial.

45. By failing to keep adequate time records required by California Labor Code § 1174(d), Defendants have made it difficult to calculate the full extent of minimum wage compensation due Plaintiffs and some of, but not necessarily all of, the Class.

46. Pursuant to California Labor Code § 1194.2, Plaintiffs and some of, but not necessarily all of, the Class are entitled to recover liquidated damages (double damages) for

Defendants' failure to pay minimum wages.

47. California Labor Code § 204 requires employers to provide employees with all wages due and payable twice a month. Throughout the statute of limitations period applicable to this cause of action, Plaintiffs and the Class were entitled to be paid twice a month at rates required by law, including minimum and straight time wages. However, Defendants failed and refused to pay Plaintiffs and some of, but not necessarily all of, the Class all such wages due and failed to pay those wages twice a month.

48. Plaintiffs and the Class are also entitled to seek recovery of all unpaid minimum and straight time wages, interest, and reasonable attorneys' fees and costs pursuant to California Labor Code §§ 218.5, 218.6, and 1194(a).

SECOND CAUSE OF ACTION

(Against All Defendants for Failure to Pay Overtime Wages)

49. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 38 in this Complaint.

50. California Labor Code § 510 provides that employees in California shall not be employed more than eight hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

51. California Labor Code §§ 1194 and 1198 provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, California Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the IWC is unlawful.

52. At all times relevant hereto, Plaintiffs and some of, but not necessarily all of, the Class have, at times, worked more than eight hours in a workday and/or more than forty (40) hours in a workweek, as employees of Defendants.

53. At all times relevant hereto, Defendants failed to pay Plaintiffs and some of, but not necessarily all of, the Class overtime compensation for the hours they have worked in excess of the maximum hours permissible by law as required by California Labor Code §§ 510 and 1198.

54. By virtue of Defendants' unlawful failure to pay additional premium rate compensation to the Plaintiffs and some of, but necessarily all of, the Class for their overtime hours worked, Plaintiffs and some of, but not necessarily all of, the Class have suffered, and will continue to suffer, damages in amounts which are presently unknown to them, but which exceed the jurisdictional minimum of this Court and which will be ascertained according to proof at trial.

55. By failing to keep adequate time records required by Labor Code § 1174(d), Defendants have made it difficult to calculate the full extent of overtime compensation due to Plaintiffs and some of, but not necessarily all of, the Class.

56. Plaintiffs and the Class also request recovery of overtime compensation according to proof, interest, attorneys' fees and costs pursuant to California Labor Code § 1194(a), as well as the assessment of any statutory penalties against Defendants, in a sum as provided by the California Labor Code and/or other statutes.

57. California Labor Code § 204 requires employers to provide employees with all wages due and payable twice a month. The Wage Orders also provide that every employer shall pay to each employee, on the established payday for the period involved, overtime wages for all overtime hours worked in the payroll period. Defendants failed to provide Plaintiffs and some of, but not necessarily all of, the Class with all compensation due, in violation of California Labor Code § 204.

THIRD CAUSE OF ACTION

(Against All Defendants for Failure to Provide Meal Periods)

58. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 38 in this Complaint.

59. Under California law, Defendants have an affirmative obligation to relieve the Plaintiffs and the Class of all duty in order to take their first daily meal periods no later than at the end of Plaintiffs and Class Members' fifth hour of work in a workday, and to take their second meal periods no later than at the end of the tenth hour of work in the workday. California Labor Code § 512, and Section 11 of the applicable Wage Orders require that an employer provide unpaid meal periods of at least thirty (30) minutes for each five-hour period worked. It is a violation of

California Labor Code § 226.7 for an employer to require any employee to work during any meal period mandated under any Wage Order.

60. Despite these legal requirements, Defendants, at times, failed to provide Plaintiffs and some, but not necessarily all of the Class with both meal periods as required by California law. By their failure to permit and authorize Plaintiffs and some, but not necessarily all of the Class to take all meal periods as alleged above (or due to the fact that Defendants, at times, made it impossible or impracticable to take these uninterrupted meal periods), Defendants willfully violated the provisions of California Labor Code § 226.7 and the applicable Wage Orders.

61. Under California law, Plaintiffs and some of, but not necessarily all of, the Class are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s), plus interest thereon.

FOURTH CAUSE OF ACTION

(Against All Defendants for Failure to Authorize and Permit Rest Periods)

62. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 38 in this Complaint.

63. Defendants are required by California law to authorize and permit breaks of ten uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). California Labor Code § 512, the applicable Wage Orders require that the employer permit and authorize all employees to take paid rest periods of ten minutes each for each 4-hour period worked. Thus, for example, if an employee's work time is six hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as required is itself a violation of California's rest break laws. It is a violation of California Labor Code § 226.7 for an employer to require any employee to work during any rest period mandated under any Wage Order.

64. Despite these legal requirements, Defendants at times failed to authorize Plaintiffs and some of, but not necessarily all of, the Class to take rest breaks, regardless of whether employees worked more than four hours in a workday. By their failure to permit and authorize Plaintiffs and some of, but not necessarily all of the Class to take rest periods as alleged above (or due to the fact that Defendants, at times, made it impossible or impracticable to take these

uninterrupted rest periods), Defendants willfully violated the provisions of California Labor Code § 226.7 and the applicable Wage Orders.

65. Under California law, Plaintiffs and some of, but not necessarily all of, the Class are entitled to be paid one hour of premium wages rate for each workday they were not provided with all required rest break(s), plus interest thereon.

FIFTH CAUSE OF ACTION

(Against All Defendants for Failure to Pay Wages of Discharged Employees – Waiting Time Penalties)

66. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 38 in this Complaint.

67. At all times herein set forth, California Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

68. Within the applicable statute of limitations, the employment of many other members of the Class ended, i.e., was terminated by quitting or discharge, and the employment of others will be. However, during the relevant time period, Defendants, at times, failed, and continue to fail, to pay some of, but not necessarily all of, the terminated Class Members, without abatement, all wages required to be paid by California Labor Code §§ 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ. Plaintiffs do not allege that all of the Class Members were so harmed.

69. Defendants' failure to pay some of, but not necessarily all of, the Class members who are no longer employed by Defendants their wages earned and unpaid at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ, is in violation of California Labor Code §§ 201 and 202.

70. California Labor Code § 203 provides that if an employer willfully fails to pay

wages owed, in accordance with §§ 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

71. Pursuant to California Labor Code § 203, some of the Class is entitled to recover from Defendants their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to thirty (30) days maximum.

72. Pursuant to California Labor Code §§ 218.5, 218.6 and 1194, the Class is also entitled to an award of reasonable attorneys' fees, interest, expenses, and costs incurred in this action.

SIXTH CAUSE OF ACTION

(Against All Defendants for Failure to Provide and Maintain Accurate and Compliant Wage Records)

73. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 38 in this Complaint.

74. At all material times set forth herein, California Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (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.

75. Defendants have, at times, intentionally and willfully failed to provide employees with complete and accurate wage statements. The deficiencies include, among other things, the failure to correctly identify the gross wages earned by Plaintiffs and some of the Class, the failure

to list the true "total hours worked by the employee," and the failure to list the true net wages earned. Plaintiffs do not allege that all of the Class Members were so harmed.

76. As a result of Defendants' violation of California Labor Code § 226(a), Plaintiffs and some of, but not necessarily all of, the Class have suffered injury and damage to their statutorily protected rights.

77. Specifically, Plaintiffs and some of, but not necessarily all of, the Class have been injured by Defendants' intentional violation of California Labor Code § 226(a) because Plaintiffs and some of, but not necessarily all of, the Class were denied both their legal right to receive, and their protected interest in receiving, accurate, itemized wage statements under California Labor Code § 226(a).

78. Calculation of the true wage entitlement for Plaintiffs and some of, but not necessarily all of, the Class is difficult and time consuming. As a result of this unlawful burden, Plaintiffs and some of, but not necessarily all of, the Class were also injured as a result of having to bring this action to attempt to obtain correct wage information following Defendants' refusal to comply with many of the mandates of California's Labor Code and related laws and regulations.

79. Plaintiffs and some of, but not necessarily all of, the Class are entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure to comply with California Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars ($4,000) per employee.

80. Plaintiffs and the Class are also entitled to injunctive relief, as well as an award of attorney's fees and costs to ensure compliance with this section, pursuant to California Labor Code § 226(h).

SEVENTH CAUSE OF ACTION

(Against All Defendants for Failure to Indemnify Employees for Expenditures)

81. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 38 in this Complaint.

82. As set forth above, Plaintiffs and some of, but not necessarily all of, the Class were required to incur substantial necessary expenditures and losses in direct consequence of the discharge of their duties or of their obedience to directions of Defendants.

83. Defendants violated California Labor Code § 2802, by failing to pay and indemnify Plaintiffs and some of, but not necessarily all of, the Class for necessary expenditures and losses incurred in direct consequence of the discharge of their duties or of their obedience to directions of Defendants.

84. As a result, Plaintiffs and some of, but not necessarily all of, the Class were damaged at least in the amounts of the expenses they paid, or which were deducted by Defendants from their wages.

85. Plaintiffs and the Class are entitled to reasonable attorney's fees, expenses, and costs of suit pursuant to California Labor Code § 2802(c) and interest pursuant to California Labor Code § 2802(b).

EIGHTH CAUSE OF ACTION

(Against All Defendants for Failure to Produce Requested Employment Records)

86. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 38 in this Complaint.

87. Pursuant to California Labor Code § 226, current and former employees have the right to inspect or receive a copy of their records pertaining to their employment, upon reasonable request to their employer. Under this statute, an employer that receives a request to inspect or receive a copy of records pertaining to a current or former employee must comply with the request as soon as practicable, but no later than twenty-one (21) calendar days from the date of the request.

88. Pursuant to California Labor Code § 1198.5(a), every current and former employee, or his or her representative, has the right to inspect and receive a copy of the personnel records that the employer maintains relating to the employee's performance or to any grievance concerning the employee. Under this statute, upon written request from a current or former employee or his or her representative, an employer must make the contents of those personnel records available for inspection or provide a copy of the personnel records to the current or former employee, or his or

her representative, not later than thirty (30) calendar days from the date the employer receives the written request, subject to some limited exceptions. Failure to comply with these requests allows for a civil penalty seven hundred fifty dollars ($750), pursuant to Labor Code §§ 1198.5(k) and 226(f).

89. As set forth above, Plaintiffs and the Class are current and former employees of Defendants.

90. Plaintiffs sent a written request through Plaintiffs' counsel to Defendants for Plaintiffs' personnel file, pay records, wage statements, timekeeping records, and other employment-related documents pursuant to Labor Code §§ 226 and 1198.5. However, Defendants failed to timely produce the requested employment records.

91. Defendants violated California Labor Code §§ 226, and 1198.5 by failing to timely produce the required records requested by Plaintiffs.

92. On information and belief, Defendants' failure to provide Plaintiffs with Plaintiffs' requested employment records is not an isolated incident but was instead consistent with Defendants' practice that applied to Plaintiffs and some of, but not necessarily all of, the Class.

93. Pursuant to California Labor Code § 1198.5, Plaintiffs and some of, but not necessarily all of, the Class are entitled to a penalty of seven hundred fifty dollars ($750) from Defendants, injunctive relief in the form of compliance with section 1198.5, and attorneys' fees and costs.

94. Pursuant to California Labor Code § 226, Plaintiffs and some of, but not necessarily all of, the Class are entitled to a penalty of seven hundred fifty dollars ($750) from Defendants, injunctive relief in the form of compliance with section 226, and attorneys' fees and costs.

NINTH CAUSE OF ACTION

(Against All Defendants for Violation of California Business & Professions Code §§ 17200, et seq.)

95. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 38 in this Complaint.

96. Defendants, and each of them, are "persons" as defined under California Business

& Professions Code § 17201.

97. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful, and harmful to Plaintiffs, other Class members, and to the general public. Plaintiffs seek to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

98. Defendants' activities, as alleged herein, are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code §§ 17200, *et seq*.

99. A violation of California Business & Professions Code §§ 17200, *et seq*. may be predicated on the violation of any state or federal law. All of the acts described herein as violations of, among other things, the California Labor Code, are unlawful and in violation of public policy; and in addition are immoral, unethical, oppressive, fraudulent and unscrupulous, and thereby constitute unfair, unlawful and/or fraudulent business practices in violation of California Business & Professions Code §§ 17200, *et seq*.

Failure to Pay Minimum and Straight Time Wages

100. Defendants' failure to pay minimum and straight time wages, and other benefits in violation of the California Labor Code constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq*.

Failure to Pay Overtime Wages

101. Defendants' failure to pay overtime compensation and other benefits in violation of California Labor Code §§ 510, 1194, and 1198 constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq*.

Failure to Provide Meal Periods

102. Defendants' failure to provide meal periods in accordance with California Labor Code §§ 226.7 and 512, and the IWC Wage Orders, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq*.

Failure to Authorize and Permit Rest Periods

103. Defendants' failure to authorize and permit rest periods in accordance with

California Labor Code § 226.7 and the IWC Wage Orders, as alleged above, constitutes unlawful and/or unfair activity prohibited by Business and Professions Code §§ 17200, *et seq*.

Failure to Indemnify Business Expenses

104. Defendants' failure to reimburse expenses incurred in accordance with California Labor Code § 2802, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq*.

105. By and through their unfair, unlawful and/or fraudulent business practices described herein, Defendants, have obtained valuable property, money and services from Plaintiffs, and all persons similarly situated, and have deprived Plaintiffs, and all persons similarly situated, of valuable rights and benefits guaranteed by law, all to their detriment.

106. Plaintiffs and the Class Members suffered monetary injury as a direct result of Defendants' wrongful conduct.

107. Plaintiffs, individually, and on behalf of members of the putative Class, is entitled to, and does, seek such relief as may be necessary to disgorge money and/or property which the Defendants have wrongfully acquired, or of which Plaintiffs and the Class have been deprived, by means of the above-described unfair, unlawful and/or fraudulent business practices. Plaintiffs and the Class are not obligated to establish individual knowledge of the wrongful practices of Defendants in order to recover restitution.

108. Plaintiffs, individually, and on behalf of members of the putative class, is further entitled to, and does, seek a declaration that the above-described business practices are unfair, unlawful and/or fraudulent, and injunctive relief restraining the Defendants, and each of them, from engaging in any of the above-described unfair, unlawful and/or fraudulent business practices in the future.

109. Plaintiffs, individually, and on behalf of members of the putative class, have no plain, speedy, and/or adequate remedy at law to redress the injuries which the Class Members suffered as a consequence of the Defendants' unfair, unlawful and/or fraudulent business practices. As a result of the unfair, unlawful and/or fraudulent business practices described above, Plaintiffs, individually, and on behalf of members of the putative Class, has suffered and will continue to

suffer irreparable harm unless the Defendants are restrained from continuing to engage in said unfair, unlawful and/or fraudulent business practices.

110. Plaintiffs also allege that if Defendants are not enjoined from the conduct set forth herein above, they will continue to avoid paying the appropriate taxes, insurance and other withholdings.

111. Pursuant to California Business & Professions Code §§ 17200, *et seq*., Plaintiffs and putative Class Members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years prior to the filing of this complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiffs and Class Members; an award of attorneys' fees pursuant to California Code of Civil Procedure § 1021.5 and other applicable laws; and an award of costs.

TENTH CAUSE OF ACTION

(Against All Defendants for Violation of Labor Code § 246)

112. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 38 in this Complaint.

113. Defendants violated Labor Code § 246 by failing to provide paid sick leave to the aggrieved employees, failing to comply with the accrual and carryover requirements for paid sick leave, failing to provide an employee with written notice each pay period stating the amount of paid sick leave available each pay period and otherwise wholly failing to participate in the Healthy Workplaces, Healthy Families Act of 2014. (Labor Code § 245, *et seq.*).

114. Defendants have violated Labor Code § 246 because they required to provide paid sick leave to Plaintiff and the Class. As a result, Defendants are liable for civil penalties pursuant to Labor Code § 246.

115. Wherefore, Plaintiffs and the Class they seek to represent request relief as described below.

ELEVENTH CAUSE OF ACTION

(Against All Defendants for Failure to Timely Pay Employees in Violation of Labor Code § 204(a)(b))

116. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 38 in this Complaint.

117. At all times relevant herein, Labor Code § 204 was in full force and effect and binding on Defendants.

118. Wages must be paid according to a regularly set schedule. (Labor Code § 204). All earned wages must be paid at least twice a month, on days designated in advance by the employer. Work performed between the 1st and the 15th days, inclusive, of any calendar month must be paid between the 16th and 26th day of the same month. Work performed between the 16th and the last day of the month must be paid between the 1st and 10th day of the following month. (Labor Code § 204). Weekly or bi-weekly (every two weeks) payroll must be paid within seven (7) days of the end of the pay period in which the wages were earned (Labor Code §§ 204(a), 204(b)).

119. Defendants pay Plaintiffs and the Class on a bi-weekly basis and have failed to comply with Labor Code § 204(a) which holds that wages earned on a bi-weekly basis must be paid no later than seven calendar days following the close of the payroll period. Due to the violations described above, Plaintiffs and the Class did not receive all of their wages earned in a timely manner as required by Labor Code § 204(a)(b).

120. Defendants have failed to comply with the above-section because they waited longer than seven days from the close of the pay period to pay its bi-weekly paid employees.

TWELFTH CAUSE OF ACTION

(Against All Defendants for Failure to Keep Requisite Payroll Records – Violation of California Labor Code § 1174(d))

121. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 3838 in this Complaint.

122. Pursuant to California Labor Code § 1174(d), an employer shall keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants

or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years.

123. Defendants have intentionally and willfully failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid to Plaintiffs and the other class members.

124. As a result of Defendants' violation of California Labor Code § 1174(d), Plaintiffs and the other class members have suffered injury and damage to their statutorily protected rights.

125. More specifically, Plaintiffs and the other class members have been injured by Defendants' intentional and willful violation of California Labor Code § 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 § 1174(d).

THIRTEENTH CAUSE OF ACTION

(Against All Defendants for Civil Penalties Under the Private Attorneys General Act of 2004, Ca. Lab. Code § 2698, et seq.)

126. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 38 in this Complaint.

127. At all times herein mentioned, Defendants were subject to the Labor Code of the State of California and the applicable Industrial Welfare Commission Orders.

128. California Labor Code § 2699(a) specifically provides for a private right of action to recover penalties for violations of the Labor Code: "Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency (LWDA) or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Section 2699.3."

129. Plaintiffs gave written notice by online filing pursuant to California Labor Code § 2699.3 to the LWDA and by certified mail to Defendants of the specific provisions of the Labor Code that Defendants have violated against Plaintiffs and current and former aggrieved employees,

including the facts and theories to support the violations. Plaintiffs also paid the filing fee. Plaintiff Gutierrez's PAGA case number is LWDA-CM-1095671-25 (*Rene Gutierrez v. Bay Area AG Inc., et al.*). Plaintiff Napoleon's PAGA case number is LWDA-CM-1096004-25 (*Wilbert Napoleon v. Saul Chevolet, Inc., et al.*). Plaintiff Jenkins's PAGA case number is LWDA-CM-984622-23 (*Christopher Conley and Julia Jenkins v. Cardinale Nissan, Inc., et al.*) The LWDA has not indicated that it intends to investigate Defendants' Labor Code violations discussed in any of the above notices. Plaintiffs hereby commence a civil action to recover penalties under Labor Code § 2699 pursuant to § 2699.3 for the violations of the Labor Code described in this Complaint. These penalties include, but are not limited to, penalties under California Labor Code §§ 200, 201, 201.3, 202, 203, 204, 204.1, 204.2, 205, 205.5, 210, 213(d), 216, 218, 218.5, 218.6, 221, 223, 226, 226.2, 226.3, 226.7, 226.8, 227, 227.3, 232, 232.5, 245, 246, 248.5, 404, 432, 510, 511, 512, 516, 551, 552, 558, 558.1, 1102, 1102.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1194.2(a), 1197, 1197.1, 1197.5, 1198, 1198.5, 1199, 2699, 2800, 2802, 2804, 2810.3, and 2810.5 and the applicable Wage Order(s).

130. Based on the conduct described in this Complaint, Plaintiffs are entitled to an award of civil penalties on behalf of Plaintiffs, the State of California, and similarly situated Aggrieved Employees of Defendants. The exact amount of the applicable penalties, in all, is an amount to be shown according to proof at trial. These penalties are in addition to all other remedies permitted by law.

131. In addition, Plaintiffs seek an award of reasonable attorneys' fees and costs pursuant to California Labor Code § 2699(g)(1), which states, "Any employee who prevails in any action shall be entitled to an award of reasonable attorney's fees and costs."

PRAYER FOR RELIEF

Plaintiffs, individually, and on behalf of all others similarly situated only with respect to the class claims, prays for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

1. That this action be certified as a class action with respect to the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth and Tenth, Eleventh, and Twelfth Eleventh Causes of

Action;

2. That Plaintiffs be appointed as the representative of the Class; and,

3. That counsel for Plaintiffs be appointed as Class Counsel.

As to the First Cause of Action

4. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 204 and 1194 and applicable IWC Wage Orders by willfully failing to pay all minimum and straight time wages due;

5. For unpaid wages as may be appropriate;

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

7. For penalties, restitution, and liquidated damages pursuant to California Labor Code § 1197.1;

8. For liquidated damages;

9. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code § 1194(a); and,

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

As to the Second Cause of Action

11. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due;

12. For unpaid wages at overtime wage rates as may be appropriate;

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

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

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

As to the Third Cause of Action

16. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

17. For unpaid meal period premium wages as may be appropriate;

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

19. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5, and for costs of suit incurred herein; and,

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

As to the Fourth Cause of Action

21. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

22. For unpaid rest period premium wages as may be appropriate;

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

24. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5, and for costs of suit incurred herein; and,

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

As to the Fifth Cause of Action

26. That the Court declare, adjudge and decree that Defendants violated California Labor Code §§ 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment;

27. For statutory wage penalties pursuant to California Labor Code § 203 for former employees who have left Defendants' employ;

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

29. For reasonable attorneys' fees and for costs of suit incurred herein; and,

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

As to the Sixth Cause of Action

31. That the Court declare, adjudge, and decree that Defendants violated the record keeping provisions of California Labor Code § 226(a) and applicable IWC Wage Orders, and willfully failed to provide accurate itemized wage statements thereto;

32. For all actual damages, according to proof;

33. For statutory penalties pursuant to California Labor Code § 226(e);

34. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code § 226(h);

35. For reasonable attorneys' fees and for costs of suit incurred herein; and,

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

As to the Seventh Cause of Action

37. That the Court declare, adjudge, and decree that Defendants violated California Labor Code § 2802 by willfully failing to indemnify employees for expenditures;

38. For unpaid wages or unreimbursed business expenses as may be appropriate;

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

40. For reasonable attorneys' fees and for costs of suit incurred herein; and,

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

As to the Eighth Cause of Action

42. That the Court declare, adjudge, and decree that Defendants violated California Labor Code § 226 and 1198.5 by willfully failing to produce employment records;

43. For statutory penalties pursuant to California Labor Code §§ 226(f) and 1198.5(k);

44. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code § 226(h) and 1198.5(l);

45. For reasonable attorneys' fees and for costs of suit incurred herein; and,

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

As to the Ninth Cause of Action

47. That the Court declare, adjudge, and decree that Defendants violated California Business & Professions Code §§ 17200, *et seq*. by failing to pay for all hours worked (minimum,

straight time, and overtime wages), failing to provide meal periods, and failing to authorize and permit rest periods;

48. For restitution of unpaid wages to Plaintiffs and all Class Members and prejudgment interest from the day such amounts were due and payable;

49. 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 violations of California Business & Professions Code §§ 17200 *et seq*.;

50. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure § 1021.5;

51. For injunctive relief to ensure compliance with this section, pursuant to California Business & Professions Code §§ 17200, *et seq*.; and,

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

As to the Tenth Cause of Action

53. That the Court declare, adjudge, and decree that Defendants violated California Labor Code § 246 by violation of paid sick leave;

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

55. For reasonable attorneys' fees and for costs of suit incurred herein; and,

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

As to the Eleventh Cause of Action

57. That the Court declare, adjudge, and decree that Defendants violated California Labor Code § 204(a)(b) by failure to timely pay employees;

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

59. For reasonable attorneys' fees and for costs of suit incurred herein; and,

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

As to the Twelfth Cause of Action

61. That the Court declare, adjudge, and decree that Defendants violated the record keeping provisions of California Labor Code § 1174(d) and applicable IWC Wage Orders, and failed to keep requisite and accurate payroll records;

62. For all actual damages, according to proof;

63. For statutory penalties pursuant to California Labor Code § 1174(d);

64. For reasonable attorneys' fees and for costs of suit incurred herein; and,

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

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

As to the Thirteenth Cause of Action

67. That the Court declare, adjudge and decree that Defendant violated the California Labor Code by failing to pay for all hours worked (minimum, straight time, and overtime wages), failing to provide meal periods, failing to authorize and permit rest periods, failing to pay all earned wages twice per month, failing to maintain accurate records of hours worked and meal periods, failing to timely pay final wages, failing to furnish accurate wage statements, failing to indemnify for expenditures, and failing to produce requested employment records;

68. An award of civil penalties on behalf of Plaintiffs, individually, and on behalf of the State of California, and all similarly aggrieved employees pursuant to PAGA;

69. Pre-judgment and post-judgment interest at the maximum rate allowed;

70. Attorneys' fees and costs reasonably incurred; and

71. Injunctive and declaratory relief to the extent allowed by PAGA.

As to all Causes of Action

72. For any additional relief that the Court deems just and proper.

Respectfully submitted,

Dated: October 21, 2026

WILSHIRE LAW FIRM

By: _____

John G. Yslas
Diego Aviles
Harry Erganyan
Mariam Nazaretyan

Dated: October 21, 2026 **BIBIYAN LAW GROUP, P.C**

By: */s/ David Bibiyan*
David Bibiyan
Bevin Pike
Brandon M. Chang
Calyn V. Hadlock

Attorneys for Plaintiffs

Dated: October 21, 2026 **HAINES LAW GROUP, APC**

By: /s/ Sean M. Blakely
Paul K. Haines
Sean M. Blakely

DEMAND FOR JURY TRIAL

Plaintiffs demand a trial by jury as to all causes of action triable by jury.

Dated: October 21, 2026 **WILSHIRE LAW FIRM**

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David Bibiyan
Bevin Pike
Brandon M. Chang
Calyn V. Hadlock

Attorneys for Plaintiffs

Dated: October 21, 2026

HAINES LAW GROUP, APC

By: _____/s/ Sean M. Blakely_
Paul K. Haines
Sean M. Blakely