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

WILBERT NAPOLEON, as an individual and  
on behalf of all others similarly situated,

Plaintiff,

vs.

SAUL CHEVROLET, INC., dba CardinaleWay  
Hyundai – Corona, dba CardinaleWay Mazda –  
Corona, dba CardinaleWay Volkswagen, a  
California corporation; CARDINALE GROUP  
INC., dba Cardinale Automotive Group, a  
California corporation; BAY AREA AG INC.,  
dba CardinaleWay Hyundai of Glendora, a  
California corporation; CARDINALE  
AUTOMOTIVE GROUP OF TAHOE, INC., a  
California corporation; CARDINALE  
OLDSMOBILE GMC TRUCK, INC., a  
California corporation; CARDINALE AG  
MOTORBIKE, INC., a California corporation;  
CARDINALE NISSAN, INC., a California  
corporation; CARDINALE PROTECTIVE  
SERVICES, INC., dba Coast BMW Nissan, a  
California corporation; CARDINALE  
MOTORS SLO INC., dba Audi Bakersfield,  
dba Porsche Bakersfield, dba Volkswagen  
Bakersfield, a California corporation; and  
DOES 1 through 100, inclusive,

Defendants.

Case No. CVRI2502382

**FIRST AMENDED CLASS AND  
REPRESENTATIVE ACTION  
COMPLAINT:**

- (1) **MINIMUM WAGE VIOLATIONS  
(LABOR CODE §§ 1182.12, 1194,  
1194.2, 1197);**
- (2) **FAILURE TO PAY ALL  
OVERTIME WAGES (LABOR  
CODE §§ 204, 510, 1194 and 1198);**
- (3) **MEAL PERIOD VIOLATIONS  
(LABOR CODE §§ 226.7, 512, and  
558);**
- (4) **REST PERIOD VIOLATIONS  
(LABOR CODE §§ 226.7, 516, and  
558);**
- (5) **WAGE STATEMENT VIOLATIONS  
(LABOR CODE § 226 *et seq.*);**
- (6) **WAITING TIME PENALTIES  
(LABOR CODE §§ 201-203);**
- (7) **FAILURE TO REIMBURSE  
EMPLOYEES FOR NECESSARY  
BUSINESS EXPENDITURES  
(LABOR CODE §§ 2802 and 2804);**
- (8) **UNFAIR COMPETITION (BUS &  
PROF CODE § 17200 *et seq.*); and**
- (9) **CIVIL PENALTIES UNDER THE  
PRIVATE ATTORNEYS  
GENERAL ACT (LABOR CODE  
§ 2698 *et seq.*).**

**DEMAND FOR JURY TRIAL  
UNLIMITED CIVIL CASE**

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1 Plaintiff Wilbert Napoleon (“Plaintiff”) hereby brings this First Amended Class and  
2 Representative Action Complaint (“Complaint”) against Defendants Saul Chevrolet, Inc., dba  
3 CardinaleWay Hyundai – Corona, dba CardinaleWay Mazda – Corona, dba CardinaleWay  
4 Volkswagen, a California corporation; Cardinale Group Inc., dba Cardinale Automotive Group,  
5 a California corporation; Bay Area AG Inc., dba CardinaleWay Hyundai of Glendora, a California  
6 corporation; Cardinale Automotive Group Of Tahoe, Inc., a California corporation; Cardinale  
7 Oldsmobile GMC Truck, Inc., a California corporation; Cardinale AG Motorbike, Inc., a  
8 California corporation; Cardinale Nissan, Inc., a California corporation; Cardinale Protective  
9 Services, Inc., dba Coast BMW Nissan, a California corporation; Cardinale Motors SLO Inc., dba  
10 Audi Bakersfield, dba Porsche Bakersfield, dba Volkswagen Bakersfield, a California  
11 corporation; and DOES 1 through 100, inclusive (collectively, “Defendants”), and on information  
12 and belief alleges as follows:

### 13 **JURISDICTION**

14 1. Plaintiff, on behalf of himself and all others similarly situated, hereby brings this  
15 Complaint for recovery of unpaid wages and penalties under Labor Code §§ 204, 226 *et seq.*,  
16 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2698 *et seq.*, 2802, 2804,  
17 California Business & Professions Code § 17200 *et seq.*, and Industrial Welfare Commission  
18 Wage Order No. 4 (“Wage Order 4”), in addition to seeking declaratory relief and restitution.  
19 This Complaint is brought pursuant to California Code of Civil Procedure § 382. This Court has  
20 jurisdiction over Defendants’ violations of the California Labor Code because the amount in  
21 controversy exceeds this Court’s jurisdictional minimum.

### 22 **VENUE**

23 2. Venue is proper in this judicial district pursuant to California Code of Civil  
24 Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions complained of herein  
25 occurred in Riverside County. Defendants own, maintain offices, transact business, have an agent  
26 or agents within Riverside County, and/or otherwise are found within Riverside County, and  
27 Defendants are within the jurisdiction of this Court for purposes of service of process.

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**PARTIES**

3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein, Plaintiff was, and currently is, a resident of California. Within the statute of limitations periods applicable to each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt employee. Plaintiff was, and is, a victim of Defendants' policies and/or practices complained of herein, lost money and/or property, and has been deprived of the rights guaranteed to her by Labor Code §§ 204, 226 *et seq.*, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2698 *et seq.*, 2802, 2804, California Business & Professions Code § 17200 *et seq.*, and Wage Order 4, which sets employment standards for salespersons.

4. Plaintiff is informed and believes, and based thereon alleges, that during the time period relevant to this action, Defendants did (and do) business by owning and operating several car dealerships.

5. Plaintiff is informed and believes, and based thereon alleges, that at all times mentioned herein, Defendants were licensed to do business in California and were the employers of Plaintiff and of the members of the Classes (as defined in Paragraph 20).

6. Plaintiff does not know the true names, capacities, relationships, and/or the extent of participation of Defendants DOES 1 through 100, inclusive, in the conduct alleged in this Complaint. For that reason, Defendants DOES 1 through 100, inclusive, are sued under such fictitious names. Plaintiff prays for leave to amend this Complaint when their true names and capacities are known. Plaintiff is informed and believes, and based thereon alleges, that each fictitiously named Respondent is and was responsible in some way for the alleged wage-and-hour violations and other wrongful conduct that subjected Plaintiff and the Classes, as defined below, to the illegal employment practices, wrongs and injuries complained of herein. All references in this Complaint to "Defendants" shall be deemed to include all DOE Defendants.

7. At all times herein mentioned, each of said Defendants participated in the doing of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the Defendants, and each of them, were the agents, servants, and employees of each and every one of the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned

1 were acting within the course and scope of said agency and employment. Defendants, and each  
2 of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or  
3 omissions complained of herein.

4 8. At all times mentioned herein, Defendants, and each of them, were members of  
5 and engaged in a joint venture, partnership, and common enterprise, and acted within the course  
6 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,  
7 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and the  
8 Classes (as defined in Paragraph 20).

9 **GENERAL FACTUAL ALLEGATIONS**

10 9. Defendants own and operate several car dealerships in California, including, but  
11 not limited to, CardinaleWay Hyundai – Corona, CardinaleWay Mazda – Corona, CardinaleWay  
12 Volkswagen, Audi Monterey Peninsula, Audi Bakersfield, BMW San Luis Obispo, Morgan Hill  
13 Chrysler Dodge Jeep Ram, CardinaleWay Chrysler Dodge Jeep Ram – Santa Rosa, Genesis of  
14 Corona, Genesis of San Bruno, Cardinale GMC, Honda Oakland, CardinaleWay Hyundai – El  
15 Monte, CardinaleWay Hyundai – Glendora, Hyundai – San Bruno, Cardinale Mazda, Cardinale  
16 Nissan, Coast Nissan, Porsche Bakersfield, Porsche San Luis Obispo, Cardinale VW Salinas,  
17 Volkswage Bakersfield, Cardinale Super Center, and Cardinale Used Cars. Plaintiff worked at  
18 Defendants’ CardinaleWay Hyundai – Corona car dealership in the non-exempt positions of  
19 “Sales Person” and “Buyer” (or other similarly titled position) from approximately November 10,  
20 2019, until approximately June 26, 2024.

21 10. During Plaintiff’s employment with Defendants, Plaintiff was paid on a  
22 commission basis, whereby Plaintiff was paid a certain or commission per “unit” sold. While paid  
23 on a commission-only basis, Defendants failed to separately compensate Plaintiff for all of the  
24 time spent working on tasks which were not compensated on a commission-only basis, including,  
25 but not limited to, hours spent waiting for customers, attending daily meetings, moving vehicles,  
26 and cleaning the dealership (i.e., non-productive time). As a result, Plaintiff was not paid at least  
27 the minimum wage for all hours worked.

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

12. In addition, Plaintiff and other non-exempt employees frequently worked through entire rest and meal periods because of work demands. Upon information and belief, Plaintiff's time entries were edited to reflect that he had taken all legally required meal periods even when he was required to work through his meal period to assist customers. However, Plaintiff and other non-exempt employees were not compensated for this time due to Defendants' timekeeping policies/practices, which fail to pay for all hours actually worked. Due to Defendants' timekeeping policies/practices that fail to compensate for all hours worked, Plaintiff and other non-exempt employees were not compensated for all required minimum and overtime wages.

13. Defendants also failed to properly calculate Plaintiff's and other non-exempt employees' overtime rates of pay due to the receipt of commissions, various bonuses and/or other forms of pay not excludable as a matter of law when calculating Plaintiff's and other non-exempt employees' regular rate (hereinafter the aforementioned forms of pay are collectively referred to as "Incentive Pay"). Defendants failed to properly calculate Plaintiff's and other non-exempt employees' regular rates of pay as a result of their receipt of commissions and Incentive Pay, thereby miscalculating and underpaying the overtime and/or double-time wages owed to them. Defendants failed to properly incorporate the value of earned Incentive Pay into the regular rate of pay when calculating the employees' sick time pay. Instead, Defendants paid Plaintiff and other non-exempt employees at their base rates of pay for sick time pay earned, in violation of California law.

14. During Plaintiff's employment with Defendants, Defendants failed to provide

1 Plaintiff and other non-exempt employees with all legally compliant meal periods due to  
2 Defendants' meal period policies/practices, which have frequently resulted in late (commencing  
3 after the fifth hour of work), short (less than 30 minutes), and/or missed meal periods.  
4 Specifically, due to work demands, Plaintiff and other non-exempt employees were frequently  
5 unable to commence their meal periods until after the completion of five hours of work. Plaintiff  
6 and other non-exempt employees were frequently interrupted during their meal periods with work  
7 demands. As noted above, Defendants had a policy/practice of editing/altering Plaintiff's time  
8 entries to make it appear as though Plaintiff received compliant meal periods notwithstanding the  
9 fact that Plaintiff often was prevented from taking a timely, full 30-minute uninterrupted meal  
10 period. This practice is evident from Plaintiff's time records which bear an "e" notation next to  
11 time entries which have been edited/modified. Furthermore, although Plaintiff and other non-  
12 exempt employees worked shifts in excess of 10.0 hours, Defendants failed to provide Plaintiff  
13 and other non-exempt employees with second meal periods on shifts over 10.0 hours. On  
14 occasions when Defendants failed to provide Plaintiff and other non-exempt employees with  
15 compliant meal periods, Defendants failed to provide Plaintiff and other non-exempt employees  
16 with an additional hour of premium pay at the regular rate of pay in each instance in which a  
17 violation occurred. Specifically, although Plaintiff and other non-exempt employees received  
18 Incentive Pay, Defendants paid meal period premiums at the base rate of pay without any  
19 adjustments for the receipt of Incentive Pay, thereby miscalculating and underpaying the meal  
20 period premiums paid. *See Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal.5th 858, 878  
21 (holding that "the term 'regular rate of compensation' in section 226.7(c) has the same meaning  
22 as 'regular rate of pay' in section 510(a) and encompasses not only hourly wages but all  
23 nondiscretionary payments for work performed by the employee."). As a result of Defendants'  
24 policies/practices, Defendants failed to provide Plaintiff and other non-exempt employees with  
legally compliant meal period premiums as required by Labor Code § 226.7.

25 15. Defendants also failed to authorize and permit Plaintiff from taking all required  
26 rest periods due to work demands. Specifically, Defendants often failed to authorize and permit  
27 a 10-minute rest period for every four hours worked or major fraction thereof due to work  
28 demands imposed by Defendants and other non-exempt employees. In addition, Plaintiff's and

1 other non-exempt employees' rest periods were also frequently cut short due to work demands  
2 such as assisting customers or moving vehicles. On those occasions when Defendants failed to  
3 authorize and permit Plaintiff and other non-exempt employees from taking all legally compliant  
4 rest periods to which they were entitled, Defendants failed to compensate employees with the  
5 required rest period premium for each workday in which they experienced a rest period violation  
6 as mandated by Labor Code § 226.7. Upon information and belief, for at least a portion of the  
7 relevant time period, Defendants failed to maintain any pay code or other mechanism for the  
8 payment of rest period premiums when they failed to authorize and permit Plaintiff with legally  
9 compliant rest periods.

10 16. Defendants also failed to adequately reimburse Plaintiff and other non-exempt  
11 employees for all reasonable and necessary work expenditures, including, but not limited to, use  
12 of personal cellular phones. However, Defendants failed to adequately reimburse Plaintiff and  
13 other non-exempt employees for these business expenses.

14 17. As a result of Defendants' failure to compensate Plaintiff and other non-exempt  
15 employees for all minimum wages, overtime wages, and all meal and rest period premium wages,  
16 Defendants maintained inaccurate payroll records and failed to issue accurate, compliant,  
17 itemized wage statements. Furthermore, for a portion of the relevant time period, Defendants  
18 failed to furnish to Plaintiff and other non-exempt employees with itemized wage statements, nor  
19 made the wage statements accessible to Plaintiff and other non-exempt employees, in violation  
20 of Labor Code § 226.

21 18. As a further result of Defendants' failure to compensate Plaintiff and other non-  
22 exempt employees for all minimum wages, overtime wages, and all meal and rest period premium  
23 wages and sick time at the correct regular rate of pay, Defendants failed to pay all wages to  
24 Plaintiff and other formerly employed non-exempt employees at the separation of their  
25 employment.

26 **CLASS ACTION ALLEGATIONS**

27 19. Class Definitions: Plaintiff brings this Complaint on behalf of himself and the  
28 following Classes pursuant to § 382 of the Code of Civil Procedure:

- 1 a. The Minimum Wage Class consists of all of Defendants' current and former non-  
2 exempt employees in California who: (i) were subject to Defendants' timekeeping  
3 policies and/or practices; and/or (ii) performed work that was compensated on a  
4 commission-basis, during the four years immediately preceding the filing of the  
5 Complaint through the present.
- 6 b. The Overtime Class consists of all of Defendants' current and former non-exempt  
7 employees in California who worked more than 8.0 hours per day and/or 40.0  
8 hours per week and: (i) received Incentive Pay during a corresponding pay period;  
9 and/or (ii) were subject to Defendants' timekeeping policies and/or practices,  
10 during the four years immediately preceding the filing of the Complaint through  
11 the present.
- 12 c. The Meal Period Class consists of all of Defendants' current and former non-  
13 exempt employees in California who (i) worked at least one shift in excess of 5.0  
14 hours; and/or (ii) worked at least one shift in excess of 10.0 hours, during the four  
15 years immediately preceding the filing of the Complaint through the present.
- 16 d. The Rest Period Class consists of all of Defendants' current and former non-  
17 exempt employees in California who worked at least one shift of 3.5 hours or more,  
18 during the four years immediately preceding the filing of the Complaint through  
19 the present.
- 20 e. The Wage Statement Class consists of all members of the Minimum Wage Class,  
21 Overtime Class, Meal Period Class, and/or Rest Period Class who have received a  
22 wage statement from Defendants during the one year immediately preceding the  
23 filing of the Complaint through the present.
- 24 f. The Waiting Time Class consists of all members of the Minimum Wage Class,  
25 Overtime Class, Meal Period Class, and/or Rest Period Class, who separated their  
26 employment with Defendants during the three years immediately preceding the  
27 filing of this action through the present.
- 28 g. The Employee Expense Class consists of all of Defendants' current and former

1 non-exempt employees who were not adequately reimbursed for reasonable and  
2 necessary expenditures in connection with their employment with Defendants,  
3 during the four years immediately preceding the filing of the lawsuit through the  
4 present.

5 20. **Numerosity/Ascertainability:** The members of the Classes are so numerous that  
6 joinder of all members would be unfeasible and not practicable. The membership of the classes  
7 and subclasses are unknown to Plaintiff, at this time; however, it is estimated that the Classes  
8 number in excess of one hundred (100) individuals as to each class. The identity of such  
9 membership is readily ascertainable via inspection of Defendants' employment records.

10 21. **Common Questions of Law and Fact Predominate/Well Defined Community**  
11 **of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly  
12 situated employees, which predominate over questions affecting only individual members  
13 including, without limitation, to:

- 14 i. Whether Defendants paid all minimum wages owed to members of the Minimum  
15 Wage Class for all hours worked pursuant to Labor Code §§ 1182.12, 1194, 1194.2  
16 and 1197;
- 17 ii. Whether Defendants violated the applicable Labor Code provisions, including, but  
18 not limited to, §§ 510 and 1194 by requiring members of the Overtime Class to  
19 perform overtime work and not paying for said work in accordance with the  
20 overtime laws of the State of California;
- 21 iii. Whether Defendants' timekeeping policies/practices resulted in the failure to  
22 properly compensate members of the Overtime Class and Minimum Wage  
23 Classes;
- 24 iv. Whether Defendants provided legally compliant meal periods to members of the  
25 Meal Period Class pursuant to Labor Code §§ 226.7 and 512;
- 26 v. Whether Defendants correctly paid meal period premium payments for non-  
27 compliant meal periods pursuant to Labor Code § 226.7;
- 28 vi. Whether Defendants authorized and permitted legally compliant rest periods to

- 1 members of the Rest Period Class pursuant to Labor Code §§ 226.7 and 516;
- 2 vii. Whether Defendants correctly paid rest period premium payments for non-
- 3 compliant rest periods pursuant to Labor Code § 226.7;
- 4 viii. Whether Defendants furnished legally compliant wage statements to members of
- 5 the Wage Statement Class pursuant to Labor Code § 226;
- 6 ix. Whether Defendants paid all wages/compensation due upon separation to
- 7 members of the Waiting Time Class as required under California law; and
- 8 x. Whether Defendants' policies and/or practices regarding reasonable and necessary
- 9 business expenditures resulted in the failure to properly reimburse members of the
- 10 Employee Expense Class.

11 22. **Predominance of Common Questions:** Common questions of law and fact

12 predominate over questions that affect only individual members of the Classes. The common

13 questions of law and fact set forth above are numerous and substantial and stem from Defendants'

14 uniform policies and/or practices applicable to each individual class member including, but not

15 limited to, Defendants' uniform timekeeping policies and/or practices, and meal and rest period

16 policies and/or practices. As such, the common questions predominate over individual questions

17 concerning each individual class member's showing as to his or her eligibility for recovery or as

18 to the amount of his or her damages.

19 23. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because

20 Plaintiff was employed by Defendants as a non-exempt employee in California during the statutes

21 of limitation applicable to each cause of action pled in this Complaint. As alleged herein, Plaintiff,

22 like the members of the Classes, was not properly paid minimum and overtime wages due to

23 Defendants' timekeeping policies/practices, was not provided all required meal periods, was not

24 authorized and permitted to take all required rest periods, did not receive meal and rest period

25 premium wages for missed and/or non-compliant meal and rest periods, was not issued accurate

26 itemized wage statements, and/or was not adequately reimbursed for all necessary business

27 expenditures.

28 24. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary

1 steps to represent fairly and adequately the interests of the members of the Classes. Moreover,  
2 Plaintiff's attorneys are ready, willing, and able to fully and adequately represent the members of  
3 the Classes and Plaintiff. Plaintiff's attorneys have prosecuted and defended numerous wage-and-  
4 hour class actions in state and federal courts in the past and are committed to vigorously  
5 prosecuting this action on behalf of the members of the Classes.

6       **25. Superiority:** The California Labor Code is broadly remedial in nature and serves  
7 an important public interest in establishing minimum working conditions and standards in  
8 California. These laws and labor standards protect the average working employee from  
9 exploitation by employers who have the responsibility to follow the laws and who may seek to  
10 take advantage of superior economic and bargaining power in setting onerous terms and  
11 conditions of employment. The nature of this action and the format of laws available to Plaintiff  
12 and members of the Classes make the class action format a particularly efficient and appropriate  
13 procedure to redress the violations alleged herein. If each employee were required to file an  
14 individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they  
15 would be able to exploit and overwhelm the limited resources of each individual plaintiff with  
16 their vastly superior financial and legal resources. Moreover, requiring each member of the  
17 Classes to pursue an individual remedy would also discourage the assertion of lawful claims by  
18 employees who would be disinclined to file an action against their former and/or current employer  
19 for real and justifiable fear of retaliation and permanent damages to their careers at subsequent  
20 employment. Further, the prosecution of separate actions by the individual class members, even  
21 if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications  
22 with respect to the individual class members against Defendants herein; and which would  
23 establish potentially incompatible standards of conduct for Defendants; and/or legal  
24 determinations with respect to individual class members which would, as a practical matter, be  
25 dispositive of the interest of the other class members not parties to adjudications or which would  
26 substantially impair or impede the ability of the class members to protect their interests. Further,  
27 the claims of the individual members of the Classes are not sufficiently large to warrant vigorous  
28 individual prosecution considering all of the concomitant costs and expenses attending thereto.

As such, the Classes are maintainable as classes under § 382 of the Code of Civil Procedure.

**FIRST CAUSE OF ACTION**

**MINIMUM WAGE VIOLATIONS**

**(AGAINST ALL DEFENDANTS)**

26. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

27. Wage Order 4, § 4 and California Labor Code §§ 1197 and 1182.12 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by state law. Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid wages and interest accrued thereon.

28. At all relevant times herein, Defendants failed to conform their pay practices to the requirements of the law by failing to pay Plaintiff and members of the Minimum Wage Class for all hours worked including, but not limited to, all hours they were subject to the control of Defendants and/or suffered or permitted to work under the California Labor Code and Wage Order 4.

29. California Labor Code § 1198 makes unlawful the employment of an employee under conditions that the IWC prohibits. California Labor Code §§ 1194(a) and 1194.2(a) provide that an employer who has failed to pay its employees the legal minimum wage is liable to pay those employees the unpaid balance of the unpaid wages as well as liquidated damages in an amount equal to the wages due and interest thereon.

30. As a direct and proximate result of Defendants' unlawful conduct as alleged herein, Plaintiff and the Minimum Wage Class have sustained economic damages including, but not limited to, unpaid wages and lost interest, in an amount to be established at trial, and are entitled to recover economic and statutory damages and penalties and other appropriate relief as a result of Defendants' violations of the California Labor Code and Wage Order 4.

31. The foregoing practices and policies are unlawful and create an entitlement to recovery by Plaintiff and the members of the Minimum Wage Class in a civil action for the unpaid

1 amount of minimum wages owing, including interest thereon, liquidated damages, statutory and  
2 civil penalties, attorney's fees, and costs of suit according to California Labor Code §§ 204, 558,  
3 1194, 1197, and 1198, Wage Order 4, and Code of Civil Procedure § 1021.5.

4 **SECOND CAUSE OF ACTION**

5 **FAILURE TO PAY ALL OVERTIME WAGES**

6 **(AGAINST ALL DEFENDANTS)**

7 32. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

8 33. This cause of action is brought pursuant to Labor Code §§ 204, 510, 1194, and  
9 1198, which provides that non-exempt employees are entitled to all overtime wages and  
10 compensation for all overtime hours worked and provide a private right of action for the failure  
11 to pay all overtime compensation for overtime work performed.

12 34. At all times relevant herein, Defendants were required to properly compensate  
13 non-exempt employees, including Plaintiff and members of the Overtime Class, for all overtime  
14 hours worked pursuant to California Labor Code § 1194 and Wage Order 4. Wage Order 4, § 3  
15 requires an employer to pay an employee "one and one-half (1½) times the employee's regular  
16 rate of pay" for work in excess of 8 hours per workday and/or in excess of 40 hours of work in  
17 the workweek. Defendants caused Plaintiff to work overtime hours but did not compensate  
18 Plaintiff or members of the Overtime Class with one and one-half times their regular rate of pay  
19 for such hours.

20 35. The foregoing policies and practices are unlawful and create an entitlement to  
21 recovery by Plaintiff and members of the Overtime Class in a civil action for the unpaid amount  
22 of overtime premiums owing, including interest thereon, statutory penalties, attorneys' fees, and  
23 costs of suit according to California Labor Code §§ 204, 210, 216, 510, 1194, and 1198; and Code  
24 of Civil Procedure § 1021.5.

25 **THIRD CAUSE OF ACTION**

26 **MEAL PERIOD VIOLATIONS**

27 **(AGAINST ALL DEFENDANTS)**

28 36. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

1           37. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
2 failed in their affirmative obligation to provide all of their non-exempt employees in California,  
3 including Plaintiff and members of the Meal Period Class, with all legally compliant meal periods  
4 in accordance with the mandates of the California Labor Code and Wage Order 4, § 11. Despite  
5 Defendants' violations, Defendants did not pay an additional hour of pay to Plaintiff and members  
6 of the Meal Period Class at their respective regular rates of pay, in accordance with California  
7 Labor Code §§ 204, 210, 226.7, and 512.

8           38. As a result, Defendants are responsible for paying premium compensation for meal  
9 period violations pursuant to Labor Code §§ 226.7 and 512, and Wage Order 4, including interest  
10 thereon, statutory penalties, civil penalties, and costs of suit.

11                           **FOURTH CAUSE OF ACTION**

12                           **REST PERIOD VIOLATIONS**

13                           **(AGAINST ALL DEFENDANTS)**

14           39. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

15           40. Wage Order 4, § 12 and Labor Code §§ 226.7 and 516 establish the right of  
16 employees to be provided with a rest period of at least ten (10) minutes for each four (4) hour  
17 period worked, or major fraction thereof.

18           41. As alleged herein, Defendants failed to authorize and permit Plaintiff and members  
19 of the Rest Period Class to take all required rest periods.

20           42. The foregoing violations create an entitlement to recovery by Plaintiff and  
21 members of the Rest Period Class in a civil action for the unpaid amount of rest period premiums  
22 owing, including interest thereon, statutory penalties, civil penalties, and costs of suit according  
23 to Labor Code §§ 226.7, 516, and Civil Code §§ 3287(b) and 3289.

24                           **FIFTH CAUSE OF ACTION**

25                           **WAGE STATEMENT VIOLATIONS**

26                           **(AGAINST ALL DEFENDANTS)**

27           43. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

28           44. Plaintiff is informed and believes, and based thereon alleges, that Defendants

1 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff  
2 and members of the Wage Statement Class with accurate and complete, itemized wage statements  
3 that included, among other requirements, all hours worked, total gross wages earned, all rates of  
4 pay and corresponding number of hours worked, total net wages earned, and the correct name of  
5 the legal entity that is the employer in violation of Labor Code § 226 *et seq.*

6 45. Defendants' failure to furnish Plaintiff and members of the Wage Statement Class  
7 with accurate and complete, itemized wage statements resulted in actual injury, as said failures  
8 led to, among other things, the non-payment of minimum and overtime wages and meal and rest  
9 period premium wages owed, and deprived them of the information necessary to identify the  
10 discrepancies in Defendants' reported data.

11 46. Defendants' failures create an entitlement to recovery by Plaintiff and members of  
12 the Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor  
13 Code § 226 *et seq.*, including statutory penalties, civil penalties, reasonable attorneys' fees, and  
14 costs of suit according to California Labor Code § 226 *et seq.*

15 **SIXTH CAUSE OF ACTION**

16 **WAITING TIME PENALTIES**

17 **(AGAINST ALL DEFENDANTS)**

18 47. Plaintiff re-alleges and incorporates all previous paragraphs.

19 48. This cause of action is brought pursuant to Labor Code §§ 201-203, which require  
20 an employer to pay all wages earned immediately at the time of separation of employment in the  
21 event the employer discharges the employee, or if the employee provides at least 72 hours of  
22 notice of his/her intent to quit. In the event the employee provides less than 72 hours of his/her  
23 intent to quit, said employee's wages become due and payable no later than 72 hours upon said  
24 employee's last date of employment.

25 49. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
26 failed to timely pay Plaintiff and members of the Waiting Time Class all final wages due to them  
27 at the time of their separation, which includes, among other things, underpaid minimum and  
28 overtime wages, and meal and rest period premium wages. Further, Plaintiff is informed and

believes, and based thereon alleges, that as a matter of uniform policy and practice, Defendants continue to fail to pay members of the Waiting Time Class all earned wages at the end of employment in a timely manner pursuant to Labor Code §§ 201-203. Defendants' failure to pay all final wages was willful within the meaning of Labor Code § 203.

50. Defendants' willful failure to timely pay Plaintiff and members of the Waiting Time Class their earned wages upon separation from employment, results in a continued payment of wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiff and members of the Waiting Time Class are entitled to compensation pursuant to Labor Code § 203, plus reasonable attorneys' fees and costs of suit.

**SEVENTH CAUSE OF ACTION**

**FAILURE TO REIMBURSE EMPLOYEES FOR  
NECESSARY BUSINESS EXPENDITURES  
(AGAINST ALL DEFENDANTS)**

51. Plaintiff re-allege and incorporate by reference all previous paragraphs.

52. Based on information and belief, Defendants required Plaintiff and members of the Employee Expense Class to use their personal cellular phones and to purchase their own supplies but failed to provide adequate reimbursement.

53. At all relevant times herein, Defendants were subject to Labor Code § 2802, which states that "[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer."

54. At all relevant times herein, Defendants were subject to Labor Code § 2804, which states that, "[a]ny contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof, is null and void, and this article shall not deprive any employee or his personal representative of any right or remedy to which he is entitled under the laws of this State."

55. As a proximate result of Defendants' policies and/or practices in violation of Labor Code §§ 2802 and 2804, and Wage Order 4, § 9, Plaintiff and members of the Employee Expense

1 Class were damaged in sums, which will be shown according to proof.

2 56. Plaintiff and members of the Employee Expense Class are entitled to attorneys'  
3 fees and costs of suit pursuant to Labor Code § 2802(c) for bringing this action.

4 57. Pursuant to Labor Code § 2802(b), any action brought for the reimbursement of  
5 necessary expenditures carries interest at the same rate as judgments in civil actions. Thus,  
6 Plaintiff and members of the Employee Expense Class are entitled to interest, which shall accrue  
7 from the date on which they incurred the necessary expenditure.

8 **EIGHTH CAUSE OF ACTION**

9 **UNFAIR COMPETITION**

10 **(AGAINST ALL DEFENDANTS)**

11 58. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

12 59. Defendants have engaged and continue to engage in unfair and/or unlawful  
13 business practices in California in violation of Business & Professions Code § 17200 *et seq.*, by:  
14 (a) failing to pay Plaintiff and members of the Minimum Wage Class all minimum wages; (b)  
15 failing to pay Plaintiff and members of the Overtime Class all overtime wages; (c) failing to  
16 provide Plaintiff and members of the Meal Period Class with all meal periods to which they are  
17 entitled, and/or failing to pay them meal period premium payments; (d) failing to authorize and  
18 permit all required duty-free rest periods to Plaintiff and members of the Rest Period Class, and/or  
19 failing to pay them rest period premiums payments; (e) knowingly failing to furnish Plaintiff and  
20 the Wage Statement Class with all accurate and complete, itemized wage statements in violation  
21 of Labor Code § 226; and/or (f) failing to reimburse Plaintiff and members of the Employee  
22 Expense Class

23 60. Defendants' utilization of these unfair and/or unlawful business practices deprived  
24 Plaintiff and continues to deprive members of the Classes of compensation to which they are  
25 legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage  
26 over Defendants' competitors who have been and/or are currently employing workers and  
27 attempting to do so in honest compliance with applicable wage and hour laws.

28 61. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged

herein, Plaintiff, for himself and on behalf of the members of the Classes, seek full restitution of monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

62. The acts complained of herein occurred within the last four years immediately preceding the filing of the Plaintiff's Complaint.

63. Plaintiff was compelled to retain the services of counsel to file this Complaint to protect their interests and those of the Classes, to obtain restitution and injunctive relief on behalf of Defendants' current non-exempt employees, and to enforce important rights affecting the public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs, which she is entitled to recover under Code of Civil Procedure § 1021.5.

### **NINTH CAUSE OF ACTION**

#### **PRIVATE ATTORNEYS GENERAL ACT**

#### **(AGAINST ALL DEFENDANTS)**

64. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

65. Defendants have committed several Labor Code violations against Plaintiff, members of the Classes, and other aggrieved employees. Plaintiff, an "aggrieved employee" within the meaning of Labor Code § 2698 *et seq.*, acting on behalf of himself and other aggrieved employees, brings this representative action against Defendants to recover the civil penalties due to Plaintiff, the members of the Classes, other aggrieved employees, and the State of California according to proof pursuant to Labor Code § 558 and § 2699 (a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for each initial violation and \$200 for each

subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the following Labor Code violations:

- a. Failing to pay minimum wages for all hours worked to Plaintiff, the Minimum Wage Class, and other aggrieved employees in violation of Labor Code §§ 558, 1182.12, 1194, 1194.2, 1197, and 1198;
- b. Failing to pay Plaintiff, the Overtime Class, and other aggrieved employees all earned overtime compensation in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;
- c. Failing to provide all legally required meal periods, and failure to pay meal period premium wages, to Plaintiff, the Meal Period Class, and other aggrieved employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 512, 558, and 1198;
- d. Failing to authorize and permit all legally required rest periods, and failure to pay rest period premium wages, to Plaintiff, the Rest Period Class, and other aggrieved employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 516, 558, and 1198;
- e. Failing to furnish Plaintiff, the Wage Statement Class, and other aggrieved employees with complete, accurate, itemized wage statements in violation of Labor Code § 226;
- f. Failing to timely pay all final wages and compensation earned by Plaintiff, the Waiting Time Class, and other aggrieved employees at the time of separation in violation of Labor Code §§ 201, 202, and 203;
- g. Failing to reimburse Plaintiff, the Employee Expense Class, and other aggrieved employees for all necessary work expenses incurred in violation of Labor Code §§ 2802 and 2804;
- h. Failing to pay Plaintiff and other aggrieved employees sick pay at the employee's regular rate of pay in violation of Labor Code §§ 246, 1194, 1194.2, and 1197;
- i. Failing to pay Plaintiff and other aggrieved employees all earned wages at least

twice during each calendar month in violation of Labor Code § 204; and

j. Failing to maintain accurate records on behalf of Plaintiff and other aggrieved employees in violation of Labor Code §§ 1174 and 1198.

66. On May 1, 2025, Plaintiff notified Defendants via certified mail, and notified the California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties under California Labor Code § 2698 *et seq.* with respect to the violations of the California Labor Code identified in Paragraph 65 (a)-(j). Now that sixty-five days have passed from Plaintiff notifying Defendants and the LWDA of these violations, and the LWDA has not provided notice that it intends to investigate the violations, Plaintiff has exhausted his administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

67. Based on the foregoing, Plaintiff seeks to represent himself and all Aggrieved Employees, as defined by Labor Code § 2699(c).

68. Plaintiff was compelled to retain the services of counsel to file this court action to protect his interests and the interests of other aggrieved employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys’ fees and costs, which he is entitled to receive under California Labor Code § 2699(g).

### **PRAYER**

WHEREFORE, Plaintiff prays for judgment for himself and for all others on whose behalf this suit is brought against Defendants, as follows:

1. For an order certifying the proposed Classes;
2. For an order appointing Plaintiff as representative of the Classes;
3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
4. Upon the First Cause of Action, for payment of minimum wages, liquidated damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2, and 1197;
5. Upon the Second Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 204, 510, 1194, and 1198;

1           6.       Upon the Third Cause of Action, for compensatory, consequential, general and  
2 special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;

3           7.       Upon the Fourth Cause of Action, for compensatory, consequential, general and  
4 special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 558;

5           8.       Upon the Fifth Cause of Action, for statutory penalties pursuant to Labor Code §  
6 226 *et. seq.*;

7           9.       Upon the Sixth Cause of Action, for statutory waiting time penalties pursuant to  
8 Labor Code §§ 201-203;

9           10.      Upon the Seventh Cause of Action, for compensatory, consequential, general, and  
10 special damages according to proof pursuant to Labor Code §§ 2802 and 2804;

11          11.      Upon the Eighth Cause of Action, for restitution to Plaintiff and members of the  
12 Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or  
13 practices declared by this Court to be in violation of Bus. & Prof. Code § 17200, *et seq.*;

14          12.      Upon the Ninth Cause of Action, for civil penalties due to Plaintiff, other  
15 aggrieved employees, and the State of California according to proof pursuant to Labor Code §§  
16 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for  
17 each failure to pay each employee and \$200 for each subsequent violation or willful or intentional  
18 violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the  
19 amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent  
20 violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial  
21 violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per  
22 employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent  
23 violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for  
24 each initial violation and \$200 for each subsequent violation per employee per pay period for  
25 those violations of the Labor Code for which no civil penalty is specifically provided, based on  
26 the Labor Code violations identified in Paragraph 65 (a)-(j);

27          13.      Prejudgment interest on all due and unpaid wages pursuant to California Labor  
28 Code § 218.6 and Civil Code §§ 3287 and 3289;

1           14.     On all causes of action, for attorneys' fees and costs as provided by Labor Code  
2 §§ 226, 1194, 2699(g), 2802(c), and Code of Civil Procedure § 1021.5; and

3           15.     For such other and further relief, the Court may deem just and proper.

4  
5 Dated: July 7, 2025

Respectfully submitted,  
HAINES LAW GROUP, APC

6  
7 By:



Paul K. Haines  
Attorneys for Plaintiff

8  
9 **DEMAND FOR JURY TRIAL**

10 Plaintiff hereby demands a jury trial with respect to all issues triable by jury.

11 Dated: July 7, 2025

Respectfully submitted,  
HAINES LAW GROUP, APC

12  
13 By:



Paul K. Haines  
Attorneys for Plaintiff