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Attorneys for Plaintiffs and putative Class-PAGA Representatives,
 JAQUELINE CASAS and CHRISTOPHER MORALES,
 Individually, and on behalf of all those similarly situated
 and fellow Aggrieved Employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE
 [CLASS-PAGA ACTION]**

JAQUELINE CASAS and CHRISTOPHER
 MORALES, individually, and on behalf of all
 others similarly situated, as well as fellow
 Aggrieved Employees;

Plaintiff,

vs.

FAB4, LLC, a California limited liability
 company; RUSSEL WESTBROOK
 CHRYSLER DODGE JEEP RAM, an entity of
 unknown form; SHAVER AUTOMOTIVE
 GROUP, INC., a Delaware corporation;
 NOURI SHAVER AUTOMOTIVE GROUP,
 an entity of unknown form; and DOES 1
 through 25, inclusive,

Defendants

CASE NO.: 25STCV17703
 [CLASS-PAGA ACTION]
 JUDGE: Timothy P. Dillon
 DEPT: 15

**FIRST AMENDED CLASS ACTION
 COMPLAINT FOR:**

- 1. FAILURE TO PAY ALL EARNED WAGES**
- 2. FAILURE TO PAY ALL EARNED OVERTIME WAGES**
- 3. FAILURE TO PERMIT PAID 10 MINUTE REST PERIODS**
- 4. FAILURE TO PROVIDE 30 MINUTE MEAL PERIODS**
- 5. FAILURE TO TIMELY PAY ALL EARNED WAGES AND COMPENSATION**
- 6. FAILURE TO PAY ALL EARNED WAGES AND COMPENSATION UPON CESSATION OF EMPLOYMENT**

FILED
 Superior Court of California
 County of Los Angeles
08/22/2025
 David W. Slayton, Executive Officer / Clerk of Court
 By: M. Arellanes Deputy

7. **FAILURE TO PROVIDE LAWFUL WAGE STATEMENTS**
8. **UNLAWFUL MANDATE FOR EXECUTION OF RELEASE**
9. **FAILURE TO INDEMNIFY FOR WORK-RELATED EXPENSES**
10. **UNFAIR BUSINESS PRACTICES**
11. **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT (PAGA)**

Plaintiffs and putative Class-PAGA Representatives, JAQUELINE CASAS and CHRISTOPHER MORALES (“Plaintiffs”) individually, and on behalf of all other similarly situated employees, and fellow Aggrieved Employees, allege:

PARTIES

1. Plaintiffs JAQUELINE CASAS and CHRISTOPHER MORALES are adult persons who are domiciled in the State of California. They bring this action individually and on behalf of all present and former non-exempt individuals (excluding clerical and administrative personnel) who worked for Defendants, FAB4, LLC, a California limited liability company; RUSSEL WESTBROOK CHRYSLER DODGE JEEP RAM, an entity of unknown form; SHAVER AUTOMOTIVE GROUP, INC., a Delaware corporation; NOURI SHAVER AUTOMOTIVE GROUP, an entity of unknown form; and/or DOES 1 through 25, inclusive, (collectively “Defendants”) in the State of California, at any time during the period of four years prior to the filing of the complaint in this action up to the present. (hereinafter the “Class” or “Class Members”)(hereinafter the period of time of four years prior to the filing of the Complaint in this action, up to, and including, the present, shall be referred to as the “Class Period”)

2. The “Class” is comprised of the following Sub-Classes:

(a) Unpaid Wages and Compensation Sub-Class: Those members of the Class who earned wages and/or compensation associated with their work for Defendants at any time during the Class Period;

(b) Overtime Subclass: Those members of the Class who, associated with their work for Defendants, worked in excess of 8 hours in a day, in excess of 40 hours in a given work

1 week, in excess of 12 hours in a day, and/or worked on the seventh consecutive day of a work week,
2 at any time during the Class Period;

3 (c) Rest Period Sub-Class: Those members of the Class who, associated with their
4 work for Defendants, worked in excess of 4 hours a day and/or those members of the Class who
5 worked in excess of 6 hours a day, at any time during the Class Period;

6 (d) Meal Period Sub-Class: Those members of the Class who, associated with their
7 work for Defendants, worked in excess of 5 hours a day and/or who worked in excess of 10 hours a
8 day, at any time during the Class Period;

9 (e) Untimely Payment of Wages-Compensation Sub-Class: Those members of the
10 Class who were paid wages and compensation by Defendants at any time during the Class Period;

11 (f) Waiting Time Sub-Class: Those members of the Class who were terminated or
12 quit from the employ of Defendants at any time during the Class Period;

13 (g) Wage-Statement Sub-Class: Those members of the Class who Defendants
14 provided a wage statement at any time during the Class Period;

15 (h) Release Execution Sub-Class: Those members of the Class who performed
16 work for Defendants at any time during the Class Period; and

17 (i) Equipment Reimbursement Sub-Class: Those members of the Class who
18 incurred expenditures in the discharge of their duties for Defendant at any time during the Class
19 Period;

20 3. Plaintiffs are informed, believe, and thereon allege that FAB4, LLC that, at all times
21 pertinent hereto, was a California limited liability company, has maintained its principal office and
22 headquarters within the County of Santa Cruz, State of California, conducted substantial operations,
23 maintained a substantial presence, employed hundreds of employees, and undertook such other substantial
24 actions to conduct business operations throughout the State of California, including, but not limited to, the
25 County of Los Angeles. Accordingly, fair play and substantial justice mandate that Defendant be
26 compelled to submit to the jurisdiction of the courts of the State of California, in general, and the County
27 of Los Angeles, in particular.

1 4. Plaintiffs are informed, believe, and thereon allege that RUSSEL WESTBROOK
2 CHRYSLER DODGE JEEP RAM, is an entity of unknown form, that, at all times pertinent hereto, has
3 maintained its principal office and headquarters within the County of Los Angeles, State of California,
4 conducted substantial operations, maintained a substantial presence, employed hundreds of employees,
5 and undertook such other substantial actions to conduct business operations, throughout the State of
6 California, including, but not limited to, the County of Los Angeles. Accordingly, fair play and substantial
7 justice mandate that Defendant be compelled to submit to the jurisdiction of the courts of the State of
8 California.

9 5. Plaintiffs are informed, believe, and thereon allege that SHAVER AUTOMOTIVE
10 GROUP, INC., is a Delaware corporation that, at all times pertinent hereto, has maintained its principal
11 office and headquarters within the County of Ventura, State of California, has conducted substantial
12 operations, maintained substantial presence, employed hundreds of employees, and undertook such other
13 substantial actions to conduct business operations, throughout the State of California, including, but not
14 limited to, the County of Los Angeles. Accordingly, fair play and substantial justice mandate that
15 Defendant be compelled to submit to the jurisdiction of the courts of the State of California.

16 6. Plaintiffs are informed, believe, and thereon allege that NOURI SHAVER
17 AUTOMOTIVE GROUP, is an entity of unknown form, that has maintained its principal office and
18 headquarters within the County of Los Angeles, State of California, at all times pertinent hereto, has
19 conducted substantial operations, maintain substantial presence, employed hundreds of employees, and
20 undertook such other substantial actions to conduct business operations, throughout the State of
21 California, including, but not limited to, the County of Los Angeles. Accordingly, fair play and
22 substantial justice mandate that Defendant be compelled to submit to the jurisdiction of the courts of the
23 State of California.

24 7. Plaintiffs are informed, believe, and thereon allege that at all times pertinent hereto,
25 Defendants, Does 1 through 14, are entities conducting business, maintaining minimum contacts and
26 their principal office and headquarters in the State of California, having substantial connections, and
27 undertaking such other actions to conduct operations, throughout the State of California, including,
28 but not limited to, the County of Los Angeles.

1 8. Plaintiffs are informed, believe, and thereon allege that at all times pertinent hereto,
2 Defendants, Does 15 through 25, were and are individuals conducting business, maintaining
3 minimum contacts, having substantial connections, undertaking such other actions to conduct
4 operations, and/or domiciled, in the State of California, and were at all times pertinent hereto, an
5 owner, director, officer, and/or managing agent, acting on behalf of Defendants. As used herein, the
6 term “managing agent” has the same meaning as set forth in California Civil Code § 3294(b) and
7 California Labor Code § 558.1, and who, along with their fellow Defendants, violated, or caused to
8 be violated, provisions of the California Labor Code regulating hours and days of work in a Wage
9 Order of the Industrial Welfare Commission.

10 9. Plaintiffs are ignorant of the true names and capacities of Defendant Does 1 through
11 25, inclusive, and, by reason thereof, sue said Defendants by their fictitious names. Plaintiffs will
12 amend this complaint to allege the true names and capacity of said Doe Defendants when same have
13 been fully and finally ascertained.

14 10. Plaintiffs are informed, believe, and thereon allege that, at various times from the
15 commencement of their employment, up to and including the present, they were employed by each of
16 the Defendants, and Does 1 through 25.

17 11. Pursuant to the terms of the applicable Wage Order, at no time relevant hereto was
18 Plaintiff, or any fellow member of the Class, properly classified as an exempt managerial,
19 administrative, or professional employee. Plaintiffs are informed, believe, and thereon allege that
20 neither they nor any fellow member of the Class spent more than one-half of their time working on
21 managerial, administrative, or professional tasks during the Class Period.

22 12. On behalf of the Class and the general public, Plaintiffs seek to enforce the public
23 policy favoring compliance with labor and workplace safety and working condition standards
24 expressed under, inter alia, Labor Code § 90.5, to wit: “It is the policy of this state to vigorously
25 enforce minimum labor standards in order to ensure employees are not required or permitted to work
26 under substandard unlawful conditions, and to protect employers who comply with the law from
27 those who attempt to gain competitive advantage at the expense of their workers by failing to comply
28 with minimum labor standards.” Plaintiffs allege that the aforementioned conduct of Defendants

violates an important right affecting the public interest, as such phrase is used in Code of Civil Procedure §1021.5.

13. Plaintiffs are informed, believe, and thereon allege that Defendants and Does 1 through 25, specifically authorized, directed or participated in the violations of California Business and Professions Code, California Labor Code and applicable Industrial Welfare Commission Wage Order, against Plaintiffs and the Class, as set forth herein, and an ordinarily prudent person, knowing what the directors knew at that time, would not have acted similarly under the circumstances.

VENUE AND JURISDICTION

14. Plaintiffs are informed, believe, and thereon allege that two-thirds (2/3) or more of the members of the proposed Class in the aggregate, at all times pertinent hereto, including, but not limited to, the period from four years prior to commencement of this action to the present, have been, and/or continue to be, domiciled in the forum state, California, the state in which this action was originally filed.

15. Plaintiffs are informed, believe, and thereon allege that Defendants are the primary defendants in this action.

16. Plaintiffs are informed, believe, and thereon allege that Defendants' acts and omissions, individually and collectively, as alleged herein, form a significant basis for the claims asserted by Plaintiffs, as well as their fellow Class members, in this action.

17. Plaintiffs are informed, believe, and thereon allege that Plaintiffs, as well as their fellow Class members, are seeking significant relief from Defendants.

18. Plaintiffs are informed, believe, and thereon allege that the principal injuries sustained by Plaintiffs, as well as their fellow Class members, as alleged herein, resulted from, inter alia, the conduct of Defendants, individually and collectively, and were incurred in the forum state of California.

19. Plaintiffs are informed, believe, and thereon allege that the claims asserted in this action do not involve matters of national or interstate interest; rather, this Class action involves a local controversy of the forum state - California.

1 20. Plaintiffs are informed, believe, and thereon allege that the claims asserted in this
2 action will be governed exclusively by the laws of the forum state - California - the state in which this
3 action is originally filed.

4 21. Plaintiffs are informed, believe, and thereon allege that Defendants were and are doing
5 business, maintained minimum contacts, maintained their principal office and headquarters, and
6 undertook such other actions to conduct operations, in the State of California. As such, Defendants
7 consented to the general jurisdiction of the counties wherein it conducted business in the State of
8 California, during the Class Period, including, but not limited to, the County of Los Angeles.

9 22. Plaintiffs are informed, believe, and thereon allege that, at all times during the Class
10 Period, FAB4, LLC, a California limited liability company; RUSSEL WESTBROOK CHRYSLER
11 DODGE JEEP RAM, an entity of unknown form; SHAVER AUTOMOTIVE GROUP, INC., a
12 Delaware corporation; NOURI SHAVER AUTOMOTIVE GROUP, an entity of unknown form; and
13 Does 1 through 25, were registered with the California Secretary of State to conduct business in the
14 State of California. Accordingly, Defendants consented to the State of California's general
15 jurisdiction, in general, and the Superior Court for the County of Los Angeles, in particular,
16 concerning causes of action brought against said parties arising of their business operations in the State
17 of California.

18 23. Plaintiffs are informed, believe, and thereon allege that this action is brought in the
19 Los Angeles County Superior Court for the State of California as said forum has a distinct nexus with
20 Plaintiffs, their fellow Class members, the harm alleged, as well as Defendants.

21 24. Plaintiffs are informed, believe, and thereon allege that, at all times mentioned herein,
22 the aggregate of the individuals who comprise the Class, who were or are domiciled the forum State
23 of California, the state in which the action was originally filed, is substantially larger than the number
24 of those domiciled in any other state, and the domicile of the other members of the Class is dispersed
25 among a substantial number of states.

26 25. Plaintiffs are informed, believe, and thereon allege that, at all times mentioned herein,
27 the claims alleged in this action, and the causes of action derived therefrom, do not involve federal
28 questions.

26. At times pertinent hereto, Plaintiffs, as well as their fellow Class members, as employees of Defendants, performed work, and Defendants' liability arose, in the County of Los Angeles, and other counties throughout the State of California.

27. Venue is appropriate in Los Angeles County in that venue in a failure to pay wages claim against an employer is proper in the location where the work was performed. (*Owens v. Paraco, Inc.* (1958) 160 Cal.App.2d 824). Defendants' liability arose in Los Angeles County, and other counties throughout California, where they committed violations of applicable provisions of the California Business and Professions Code, California Labor Code, and applicable Industrial Welfare Commission Wage Orders, as detailed herein.

JOINT EMPLOYER

28. Plaintiffs are informed, believe, and thereon allege that, at all times mentioned herein, the named Defendants, Does 1 through 25, and each of them, were acting as the agent and/or employee of each remaining defendant, and were acting within the course and scope of said principal-agency and/or employment relationship, and directed, authorized and/or ratified the conduct set forth in detail herein. Plaintiffs are further informed, believes, and thereon alleges that each of the fictitiously named Defendants is responsible in some manner for the occurrences herein alleged and that the damages sustained by Plaintiffs, as well as their fellow Class members, as herein alleged, were proximately caused by such Defendants, and each of them.

29. Plaintiffs are informed, believe, and thereon allege that Defendants were, at all times pertinent hereto, joint employers of the named Plaintiffs, and other members of the Class, as they exercised joint control over and/or right to assign, place and/or supervise the Class Members' work or working conditions, maintained joint authority to hire and fire employees, supervised and controlled employee work schedules and employment conditions, determined rate and method of payment, and/or jointly maintained employment records.

30. Plaintiffs are informed, believe, and thereon allege that, at all times relative hereto, Plaintiffs, as well as their fellow Class Members, performed work that simultaneously benefitted each of the Defendants.

31. Plaintiffs are informed, believe, and thereon allege that at all times pertinent hereto, there existed an arrangement between Defendants to share the employee's services, and each Defendant acted, either directly or indirectly, in the interest of their fellow Defendants in relation to the employment of Plaintiffs, as well as their fellow Class Members.

ALTER EGO – AGENCY

32. Plaintiffs are informed, believe, and thereon allege that there exists, and at all times herein mentioned there existed, a unity of interest and ownership between Defendants and Does 1-25, inclusive, such that any corporate individuality and separateness between said parties has ceased and that Defendants are the alter ego of each other Defendant, in that the businesses of Defendants are so completely dominated, controlled, managed, and operated by their fellow Defendants, that the Defendants function as a mere instrumentalities through which their fellow Defendants conduct their business.

33. Plaintiffs are informed, believe, and thereon allege that adherence to the fiction of the existence of Defendants as entities separate and distinct from their fellow Defendants would permit an abuse of the corporate/limited liability company privilege and would sanction fraud and promote injustice in that Plaintiffs, as well as their fellow Class Members, could be denied a full recovery in the event that the assets of Defendants are insufficient to satisfy a judgment entered against them in this action. The corporate/limited liability company veil established by Defendants should be pierced and the alter ego doctrine applied in the context of this action.

34. Plaintiffs are informed, believe, and thereon allege that Defendants are individuals, directors, officers and shareholders of their fellow Defendants, who influence and govern their fellow Defendants, and/or were actors in the course of the conduct constituting the abuse of the corporate/limited liability company privilege, treating their fellow Defendants, as their alter ego, rather than as a separate entity, failing, inter alia, to contribute capital, issue stock, or otherwise complete formation of the corporation, using corporate assets as their own, commingling corporate/limited liability company funds with their personal funds, and/or failing to observe corporate/limited liability company formalities. Further, each Defendant utilized their fellow Defendants to circumvent the applicable provisions, and frustrate the statutory policies, of the

1 California Business and Professions Code, California Labor Code and applicable Industrial Welfare
2 Commission Wage Orders, as set forth herein.

3 35. Plaintiffs are informed, believe, and thereon allege that it would sanction a fraud or
4 promote an injustice to uphold the corporate/limited liability company entities of Defendants, and
5 allow the shareholders of Defendants, to escape personal liability for his/her/their debts to Plaintiffs,
6 as well as their fellow Class Members.

7 36. Plaintiffs are informed, believe, and thereon allege that Defendants, specifically
8 authorized, directed or participated in the violations of California Business and Professions Code,
9 California Labor Code and applicable Industrial Welfare Commission Wage Orders, against
10 Plaintiffs, as well as their fellow Class Members, and Aggrieved Employees, as set forth herein, and
11 an ordinarily prudent person, knowing what the directors knew at that time, would not have acted
12 similarly under the circumstances.

13 **SUCCESSOR LIABILITY**

14 37. Plaintiffs are informed, believe, and thereon allege that, at all times pertinent hereto,
15 Labor Code §200.3 provided in pertinent part that a successor to a judgment debtor shall be liable for
16 any wages, damages, and penalties owed to any of the judgment debtor's former workforce pursuant to
17 a final judgment, after the time to appeal therefrom has expired and for which no appeal therefrom is
18 pending.

19 38. Plaintiffs are informed, believe, and thereon allege that, at all times pertinent hereto,
20 pursuant to California law, including, but not limited to Labor Code §200.3, each Defendant, and
21 Does 1 through 25, individually and collectively, were judgment debtors to Plaintiffs and their fellow
22 Class members, for the damages, restitution, wages, premium compensation, and interest thereon, as
23 well as statutory and civil penalties, alleged in this Complaint.

24 39. Plaintiffs are informed, believe, and thereon allege that, at all times pertinent hereto,
25 each Defendant, and Does 1 through 25, individually and/or collectively: (i) used substantially the
26 same facilities or substantially the same workforce to offer substantially the same services as the
27 judgment debtor; (ii) had substantially the same owners or managers that control the labor relations as
28 the judgment debtor; (iii) employed as a managing agent any person who directly controlled the

1 wages, hours, or working conditions of the affected workforce of the judgment debtor. The term
2 managing agent has the same meaning as in subdivision (b) of Section 3294 of the Civil Code; and/or
3 (iv) operated a business in the same industry and the business has an owner, partner, officer, or
4 director who is an immediate family member of any owner, partner, officer, or director of the
5 judgment debtor.

6 **APPLICABLE WAGE AND HOUR STANDARDS**

7 40. At all times pertinent hereto, California Business and Professions Code §17200
8 provided in pertinent part: “As used in this chapter, unfair competition shall mean and include any
9 unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading
10 advertising and any act prohibited by Chapter 1 (commencing with Section 17500) of Part 3 of
11 Division 7 of the Business and Professions Code.”

12 41. At all times pertinent hereto, California Business and Professions Code §17201
13 provided in pertinent part: “As used in this chapter, the term person shall mean and include natural
14 persons, corporations, firms, partnerships, joint stock companies, associations and other organizations
15 of persons.”

16 42. At all times pertinent hereto, California Business and Professions Code §17202
17 provided in pertinent part: “Notwithstanding Section 3369 of the Civil Code, specific or preventive
18 relief may be granted to enforce a penalty, forfeiture, or penal law in a case of unfair competition.”

19 43. At all times pertinent hereto, California Business and Professions Code §17203
20 provided in pertinent part: “Any person who engages, has engaged, or proposes to engage in unfair
21 competition may be enjoined in any court of competent jurisdiction. The court may make such orders
22 or judgments, including the appointment of a receiver, as may be necessary to prevent the use or
23 employment by any person of any practice which constitutes unfair competition, as defined in this
24 chapter, or as may be necessary to restore to any person in interest any money or property, real or
25 personal, which may have been acquired by means of such unfair competition. Any person may
26 pursue representative claims or relief on behalf of others only if the claimant meets the standing
27 requirements of Section 17204 and complies with Section 382 of the Code of Civil Procedure...”
28

1 44. At all times pertinent hereto, California Business and Professions Code §17205
2 provided in pertinent part: “Unless otherwise expressly provided, the remedies or penalties provided
3 by this chapter are cumulative to each other and to the remedies or penalties available under all other
4 laws of this state.”

5 45. At all times pertinent hereto, pursuant to California law, including, but not limited to,
6 Labor Code § 1197-1198, it was unlawful to pay less than the wage established by law or to employ
7 persons in excess of the hours fixed by the Industrial Welfare Commission ("IWC") or under
8 conditions prohibited by the Industrial Wage Commission Wage Orders codified at 8 Cal. Code Reg.,
9 Division 1 (the "IWC Wage Orders").

10 46. At all times pertinent hereto, 8 Cal. Code Reg. ("CCR") section 11070 (Industrial
11 Welfare Commission, Industry and Occupation Orders, Wage Order (the “Wage Order”), which
12 applies to Plaintiffs, as well as their fellow Class Members’ employment with Defendants, required
13 that each non-exempt employee working at least 3.5 hours must be given a paid rest period of not less
14 than ten consecutive minutes, uninterrupted, where the employee is relieved of all duties; and a
15 second rest period of not less than ten consecutive minutes be given to each non-exempt employee
16 working at least six hours in any given workday.

17 47. At all times pertinent hereto, the Wage Order required that each employee working at
18 least five hours must be given a paid or unpaid meal period of not less than thirty consecutive
19 minutes, uninterrupted, where the employee is relieved of all job duties; and that a second meal
20 period of not less than thirty consecutive minutes, uninterrupted, be given to each employee working
21 at least ten hours in any given workday. Further, unless the employee is relieved of all duty during a
22 thirty (30) minute meal period, the meal period shall be considered an "on duty" meal period and
23 counted as time worked. An "on duty" meal period shall be permitted only when the nature of the
24 work prevents an employee from being relieved of all duty and when by written agreement between
25 the parties an on-the-job paid meal period is agreed to. The written agreement shall state that the
26 employee may, in writing, revoke the agreement at any time.

1 48. At all times pertinent hereto, Labor Code § 200 defined “wages” as including all
2 amounts for labor performed by employees of every description, whether the amount is fixed or
3 ascertained by the standard of time, task, piece, commission basis, or other method of calculation.

4 49. At all times pertinent hereto, Labor Code 200.3 provided in pertinent part that a
5 successor to a judgment debtor shall be liable for any wages, damages, and penalties owed to any of
6 the judgment debtor's former workforce pursuant to a final judgment, after the time to appeal
7 therefrom has expired and for which no appeal therefrom is pending.

8 50. At all times pertinent hereto, Labor Code § 201 provided that if an employer
9 discharges an employee, the wages earned and unpaid at the time of discharge are due and payable
10 immediately.

11 51. At all times pertinent hereto, Labor Code § 202 provided that if an employee not
12 having a written contract for a definite period quits their employment, their wages shall become due
13 and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous
14 notice of their intention to quit, in which case the employee is entitled to their wages at the time of
15 quitting.

16 52. At all times pertinent hereto, Labor Code § 203 provided that an employer who
17 willfully fails to pay, without abatement or reduction, in accordance with Labor Code §§ 201 and
18 202, any wages of an employee who is discharged or who quits, the wages of the employee shall
19 continue as a penalty from the due date thereof at the same rate until paid or until an action therefore
20 is commenced; but the wages shall not continue for more than thirty (30) days.

21 53. At all times pertinent hereto, Labor Code § 204 provided that all wages, other than
22 those mentioned in Labor Code §§ 201, 202, 204.1, or 204.2, earned by any person in any
23 employment, are due and payable twice during each calendar month, on days designated in advance
24 by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive,
25 of any calendar month shall be paid for between the 16th and the 26th day of the month during which
26 the labor was performed, and labor performed between the 16th and the last day, inclusive, of any
27 calendar month, shall be paid for between the 1st and 10th day of the following month.

1 54. At all times pertinent hereto, Labor Code § 206.5 provided in pertinent part: (a) An
2 employer shall not require the execution of a release of a claim or right on account of wages due, or
3 to become due, or made as an advance on wages to be earned, unless payment of those wages has
4 been made. A release required or executed in violation of the provisions of this section shall be null
5 and void as between the employer and the employee. Violation of this section by the employer is a
6 misdemeanor. (b) For purposes of this section, execution of a release includes requiring an employee,
7 as a condition of being paid, to execute a statement of the hours they worked during a pay period
8 which the employer knows to be false.

9 55. At all times pertinent hereto, Labor Code §216 provided in pertinent part: “In addition
10 to any other penalty imposed by this article, any person, or an agent, manager, superintendent, or
11 officer thereof is guilty of a misdemeanor, who: (a) Having the ability to pay, willfully refuses to pay
12 wages due and payable after demand has been made. (b) Falsely denies the amount or validity
13 thereof, or that the same is due, with intent to secure for himself, their employer or other person, any
14 discount upon such indebtedness, or with intent to annoy, harass, oppress, hinder, delay, or defraud,
15 the person to whom such indebtedness is due.”

16 56. At all times relevant hereto, Labor Code § 218 provided, in pertinent part: “...Nothing
17 in this article shall limit the right of any wage claimant to sue directly or through an assignee for any
18 wages or penalty due him under this article.”

19 57. At all times relevant hereto, Labor Code § 218.5 provided, in pertinent part: “(a) In
20 any action brought for the nonpayment of wages, fringe benefits, or health and welfare or pension
21 fund contributions, the court shall award reasonable attorney’s fees and costs to the prevailing party if
22 any party to the action requests attorney’s fees and costs upon the initiation of the action. However, if
23 the prevailing party in the court action is not an employee, attorney’s fees and costs shall be awarded
24 pursuant to this section only if the court finds that the employee brought the court action in bad
25 faith....”

26 58. At all times relevant hereto, Labor Code § 218.6 provided: “In any action brought for
27 the nonpayment of wages, the court shall award interest on all due and unpaid wages at the rate of
28 interest specified in subdivision (b) of Section 3289 of the Civil Code, which shall accrue from the

1 date that the wages were due and payable as provided in Part 1 (commencing with Section 200) of
2 Division 2.”

3 59. At all times pertinent hereto, Labor Code § 226 provided in pertinent part: "An
4 employer, semimonthly or at the time of each payment of wages, furnish each of their employees,
5 either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately
6 when wages are paid by personal check or cash, an itemized statement in writing showing: (1) gross
7 wages earned, (2) total hours worked by the employee,...(4) all deductions, provided, that all
8 deductions made on written orders of the employee may be aggregated and shown as one item, (5)
9 net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of
10 the employee and their social security number, (8) the name and address of the legal entity that is the
11 employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding
12 number of hours worked at each hourly rate by the employee.”

13 60. At all times pertinent hereto, Labor Code § 226.3 provided: “Any employer who
14 violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two
15 hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars
16 (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to
17 provide the employee a wage deduction statement or fails to keep the records required in subdivision
18 (a) of Section 226. The civil penalties provided for in this section are in addition to any other penalty
19 provided by law. In enforcing this section, the Labor Commissioner shall take into consideration
20 whether the violation was inadvertent, and in his or her discretion, may decide not to penalize an
21 employer for a first violation when that violation was due to a clerical error or inadvertent mistake.”

22 61. At all times pertinent hereto, Labor Code § 226.7 provided in pertinent part:
23 “...(b) An employer shall not require an employee to work during a meal or rest or recovery
24 period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the
25 Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division
26 of Occupational Safety and Health.

27 (c) If an employer fails to provide an employee a meal or rest or recovery period in
28 accordance with a state law, including, but not limited to, an applicable statute or applicable

1 regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and
2 Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay
3 the employee one additional hour of pay at the employee's regular rate of compensation for each
4 workday that the meal or rest or recovery period is not provided.

5 (d) A rest or recovery period mandated pursuant to a state law, including, but not limited to,
6 an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare
7 Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational
8 Safety and Health, shall be counted as hours worked, for which there shall be no deduction from
9 wages. This subdivision is declaratory of existing law.

10 62. At all times pertinent hereto, the applicable Industrial Welfare Commission Wage
11 Order and Labor Code § 510 provided in pertinent part:

12 “(a) Eight hours of labor constitutes a day's work. Any work in excess of eight hours
13 in one workday and any work in excess of 40 hours in any one workweek and the first eight hours
14 worked on the seventh day of work in any one workweek shall be compensated at the rate of no less
15 than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours
16 in one day shall be compensated at the rate of no less than twice the regular rate of pay for an
17 employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be
18 compensated at the rate of no less than twice the regular rate of pay of an employee. Nothing in this
19 section requires an employer to combine more than one rate of overtime compensation in order to
20 calculate the amount to be paid to an employee for any hour of overtime work....”

21 63. At all times pertinent hereto, Labor Code § 512 provided in pertinent part:

22 “(a) An employer shall not employ an employee for a work period of more than five
23 hours per day without providing the employee with a meal period of not less than 30 minutes, except
24 that if the total work period per day of the employee is no more than six hours, the meal period may
25 be waived by mutual consent of both the employer and employee. An employer shall not employ an
26 employee for a work period of more than 10 hours per day without providing the employee with a
27 second meal period of not less than 30 minutes, except that if the total hours worked is no more than
28

1 12 hours, the second meal period may be waived by mutual consent of the employer and the
2 employee only if the first meal period was not waived....”

3 64. At all times pertinent hereto, Labor Code § 558 provided in pertinent part: “Any
4 employer or other person acting on behalf of an employer who violates, or causes to be violated, a
5 section of this chapter or any provision regulating hours and days of work in any order of the
6 Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial
7 violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee
8 was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each
9 subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period
10 for which the employee was underpaid in addition to an amount sufficient to recover underpaid
11 wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee.”

12 65. At all times pertinent hereto, Labor Code § 558.1 provided:

13 “(a) Any employer or other person acting on behalf of an employer, who violates, or
14 causes to be violated, any provision regulating minimum wages or hours and days of work in any
15 order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226,
16 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.

17 (b) For purposes of this section, the term “other person acting on behalf of an
18 employer” is limited to a natural person who is an owner, director, officer, or managing agent of the
19 employer, and the term “managing agent” has the same meaning as in subdivision (b) of Section 3294
20 of the Civil Code.

21 (c) Nothing in this section shall be construed to limit the definition of employer under
22 existing law.”

23 66. At all times relevant hereto, Labor Code § 1174 provided in pertinent part:

24 “Every person employing labor in this state shall:...

25 (c) Keep a record showing the names and addresses of all employees employed and
26 the ages of all minors.

27 (d) Keep, at a central location in the state or at the plants or establishments at which
28 employees are employed, payroll records showing the hours worked daily by and the wages paid to,

1 and the number of piece-rate units earned by and any applicable piece rate paid to, employees
2 employed at the respective plants or establishments. These records shall be kept in accordance with
3 rules established for this purpose by the commission, but in any case shall be kept on file for not less
4 than three years. An employer shall not prohibit an employee from maintaining a personal record of
5 hours worked, or, if paid on a piece-rate basis, piece-rate units earned.”

6 67. At all times relevant hereto, Labor Code § 1174.5 provided:

7 “Any person employing labor who willfully fails to maintain the records required by
8 subdivision (c) of Section 1174 or accurate and complete records required by subdivision (d) of
9 Section 1174, or to allow any member of the commission or employees of the division to inspect
10 records pursuant to subdivision (b) of Section 1174, shall be subject to a civil penalty of five hundred
11 dollars (\$500).”

12 68. Plaintiffs are informed, believe, and thereon alleges that, for the period of January 1,
13 2021, to December 31, 2021, the minimum wage for all industries where the employer had twenty-six
14 (26) employees or more, such as Defendants, was not less than fourteen dollars (\$14.00) per hour.

15 69. Plaintiffs are informed, believe, and thereon alleges that, for the period of January 1,
16 2022, to December 31, 2022, the minimum wage for all industries where the employer had twenty-six
17 (26) employees or more, such as Defendants, was not less than fifteen dollars (\$15.00) per hour.

18 70. Plaintiffs are informed, believe, and thereon alleges that, for the period of January 1,
19 2023, to December 31, 2023, the minimum wage for all industries where the employer had twenty-six
20 (26) employees or more, such as Defendants, was not less than fifteen dollars and fifty cents (\$15.50)
21 per hour.

22 71. Plaintiffs are informed, believe, and thereon alleges that, for the period of January 1,
23 2024, to December 31, 2024, the minimum wage for all industries where the employer had twenty-six
24 (26) employees or more, such as Defendants, was not less than sixteen dollars (\$16.00) per hour.

25 72. Plaintiffs are informed, believe, and thereon alleges that, for the period of January 1,
26 2025, up to the filing of this Complaint, the minimum wage for all industries where the employer had
27 twenty-six (26) employees or more, such as Defendants, was not less than sixteen dollars (\$16.50) per
28 hour.

1 73. Plaintiffs are informed, believe, and thereon allege that, during the Class Period,
2 Defendants failed to pay in accordance with respective minimum wage standards of the various
3 counties and cities of the State of California in which Plaintiffs, as well as their fellow Class
4 Members, performed work for Defendants.

5 74. At all times pertinent hereto, Labor Code § 1194 provided, “(a) Notwithstanding any
6 agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or
7 the legal overtime compensation applicable to the employee is entitled to recover in a civil action the
8 unpaid balance of the full amount of this minimum wage or overtime compensation, including
9 interest thereon, reasonable attorney's fees, and costs of suit. (b) The amendments made to this
10 section by Chapter 825 of the Statutes of 1991 shall apply only to civil actions commenced on or
11 after January 1, 1992.”

12 75. At all times pertinent hereto, Labor Code § 1194.2 provided in pertinent part: “(a) In
13 any action under Section 98, 1193.6, 1194, or 1197.1 to recover wages because of the payment of a
14 wage less than the minimum wage fixed by an order of the commission or by statute, an employee
15 shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid
16 and interest thereon. Nothing in this subdivision shall be construed to authorize the recovery of
17 liquidated damages for failure to pay overtime compensation. A suit may be filed for liquidated
18 damages at any time before the expiration of the statute of limitations on an action for wages from
19 which the liquidated damages arise.”

20 76. At all times pertinent hereto, Labor Code § 1194.3 provided: “An employee may
21 recover attorney's fees and costs incurred to enforce a court judgment for unpaid wages due pursuant
22 to this code.”

23 77. At all times pertinent hereto, Labor Code § 1197 provided: “The minimum wage for
24 employees fixed by the commission or by any applicable state or local law, is the minimum wage to
25 be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful. This
26 section does not change the applicability of local minimum wage laws to any entity.”

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28 ///

1 78. At all times pertinent hereto, Labor Code § 1197.1 provided in pertinent part:

2 “(a) Any employer or other person acting either individually or as an officer, agent, or
3 employee of another person, who pays or causes to be paid to any employee a wage less than the
4 minimum fixed by an applicable state or local law, or by an order of the commission, shall be subject
5 to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any
6 applicable penalties imposed pursuant to Section 203 as follows:

7 (1) For any initial violation that is intentionally committed, one hundred
8 dollars ((1) For any initial violation that is intentionally committed, one hundred dollars (\$100) for
9 each underpaid employee for each pay period for which the employee is underpaid. This amount shall
10 be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant
11 to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.00) for each
12 underpaid employee for each pay period for which the employee is underpaid. This amount shall be
13 in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant
14 to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.

15 (2) For each subsequent violation for the same specific offense, two hundred
16 fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is
17 underpaid regardless of whether the initial violation is intentionally committed. This amount shall be
18 in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant
19 to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.

20 (3) Wages, liquidated damages, and any applicable penalties imposed pursuant
21 to Section 203, recovered pursuant to this section shall be paid to the affected employee.”

22 79. At all times pertinent hereto, Labor Code § 1198 provided: “The maximum hours of
23 work and the standard conditions of labor fixed by the commission shall be the maximum hours of
24 work and the standard conditions of labor for employees. The employment of any employee for
25 longer hours than those fixed by the order or under conditions of labor prohibited by the order is
26 unlawful.”

27 ///

28 ///

1 80. At all times pertinent hereto, Labor Code § 2802 provided in pertinent part: “(a) An
2 employer shall indemnify their or her employee for all necessary expenditures or losses incurred by
3 the employee in direct consequence of the discharge of their or her duties, or of their or her obedience
4 to the directions of the employer, even though unlawful, unless the employee, at the time of obeying
5 the directions, believed them to be unlawful. (b) All awards made by a court ... for reimbursement of
6 necessary expenditures under this section shall carry interest at the same rate as judgments in civil
7 actions. Interest shall accrue from the date on which the employee incurred the necessary expenditure
8 or loss. (c) For purposes of this section, the term “necessary expenditures or losses” shall include all
9 reasonable costs, including, but not limited to, attorney’s fees incurred by the employee enforcing the
10 rights granted by this section.”

11 81. Plaintiffs, individually and on behalf of all others similarly situated of the Class, and
12 fellow Aggrieved Employees, seek recovery of wages, restitution, as well as penalties, for each day to
13 which they and fellow members of the Class, were subject to the unlawful conduct of Defendants, to
14 wit: denied wages; underpaid for actual hours of work; not compensated at the proper rate for hours
15 worked; not permitted valid ten (10) consecutive minute, uninterrupted rest periods, relieved of all
16 job duties; were not provided valid thirty (30) consecutive minute, uninterrupted meal periods,
17 relieved of all job duties; not timely paid all earned wages and compensation; were provided
18 inaccurate and incomplete wage statements; not paid all wages earned at the time of the termination
19 of their employment relationship with Defendants; were required by Defendants to execute a
20 statement of the hours they worked, rest periods permitted, meal periods provided during the pay
21 period, which Defendants knew to be false; and/or incurred expenses in the discharge of their duties
22 to Defendants for which Defendants failed to indemnify and reimburse.

23 82. Plaintiffs, individually and on behalf of all other similarly situated members of the
24 Class, also seek remedies for unfair competition and unlawful, unfair, or fraudulent business
25 practices, all of which deprived Plaintiffs, as well as their fellow Class Members, of their proper
26 wages and compensation, in a calculated effort by Defendants to illegally reduce payroll costs and
27 increase Defendants’ profits.

1 **CLASS ACTION ALLEGATIONS**

2 83. Plaintiffs advance this putative Class Action, individually and on behalf of all other
3 similarly situated members of the putative Class, pursuant to applicable laws of the State of
4 California.

5 84. Plaintiffs JAQUELINE CASAS and CHRISTOPHER MORALES are adult persons
6 who are domiciled in the State of California. They bring this action individually and on behalf of all
7 present and former non-exempt individuals (excluding clerical and administrative personnel) who
8 worked for Defendants, FAB4, LLC, a California limited liability company; RUSSEL WESTBROOK
9 CHRYSLER DODGE JEEP RAM, an entity of unknown form; SHAVER AUTOMOTIVE GROUP,
10 INC., a Delaware corporation; NOURI SHAVER AUTOMOTIVE GROUP, an entity of unknown
11 form; and/or DOES 1 through 25, inclusive, (collectively “Defendants”) in the State of California, at
12 any time during the period of four years prior to the filing of the complaint in this action up to the
13 present. (hereinafter the “Class” or “Class Members”)(hereinafter the period of time of four years prior
14 to the filing of the Complaint in this action, up to, and including, the present, shall be referred to as the
15 “Class Period”)

16 85. The “Class” is comprised of the following Sub-Classes:

17 a. Unpaid Wages and Compensation Sub-Class: Those members of the Class who
18 earned wages and/or compensation associated with their work for Defendants at any time during the
19 Class Period;

20
21 b. Overtime Subclass: Those members of the Class who, associated with their work
22 for Defendants, worked in excess of 8 hours in a day, in excess of 40 hours in a given work week, in
23 excess of 12 hours in a day, and/or worked on the seventh consecutive day of a work week, at any time
24 during the Class Period;

25 c. Rest Period Sub-Class: Those members of the Class who, associated with their
26 work for Defendants, worked in excess of 4 hours a day and/or those members of the Class who worked
27 in excess of 6 hours a day, at any time during the Class Period;

1 d. Meal Period Sub-Class: Those members of the Class who, associated with their
2 work for Defendants, worked in excess of 5 hours a day and/or who worked in excess of 10 hours a day,
3 at any time during the Class Period;

4 e. Untimely Payment of Wages-Compensation Sub-Class: Those members of the
5 Class who were paid wages and compensation by Defendants at any time during the Class Period;

6 f. Waiting Time Sub-Class: Those members of the Class who were terminated or
7 quit from the employ of Defendants at any time during the Class Period;

8 g. Wage-Statement Sub-Class: Those members of the Class who Defendants
9 provided a wage statement at any time during the Class Period; and

10 h. Release Execution Sub-Class: Those members of the Class who performed
11 work for Defendants at any time during the Class Period; and

12 i. Equipment Reimbursement Sub-Class: Those members of the Class who incurred
13 expenditures in the discharge of their duties for Defendant at any time during the Class Period;

14 86. Plaintiffs reserve the right pursuant to the applicable law, to amend or modify the
15 respective definitions of the Class and/or Sub-Classes to provide greater specificity and/or further
16 division into subclasses or limitation to particular issues.

17 87. Plaintiffs are informed, believe, and thereon allege that the number of members of the
18 Class exceeds one hundred (100). Consequently, the Class is so numerous that joinder of all members
19 individually would be impractical.

20 88. Plaintiffs are members of the non-exempt employees comprising the Class and were
21 employed with Defendants at their facilities and job sites in the County of Los Angeles, and other
22 cities and counties in the State of California, at various times during the period of four years prior to
23 the filing of this action.

24 89. Plaintiffs have no conflict of interest with their fellow members of the Class and have
25 been able, and will continue to be able, to fairly and adequately protect the interests of all Class
26 Members.

27 90. Plaintiffs are informed, believe, and thereon allege that Defendants' unlawful
28 employment policies and practices, raise questions of fact common to the members of the Class,

1 including, whether Defendants: (a) refused to pay Plaintiffs, as well as their fellow Class Members,
2 all of their earned wages and compensation, including minimum, regular rate, overtime, double time,
3 and commission wages, by requiring, inter alia, Plaintiffs, as well as their fellow Class Members, to
4 work “off-the-clock” to complete their job duties and/or remit earned commissions back to
5 Defendants; (b) did not permit Plaintiffs, as well as their fellow Class Members, to take all of their
6 statutorily entitled rest periods; (c) did not provide Plaintiffs, as well as their fellow Class Members,
7 the opportunity to take all of their statutorily entitled meal periods; (d) failed to pay Plaintiffs, as
8 well as their fellow Class Members, one hour of compensation at their regular rate of pay, for each
9 earned rest period not permitted and/or each earned meal period not provided; (e) failed to timely pay
10 Plaintiffs, as well as their fellow Class Members, all of their earned wages and compensation; (f)
11 failed to furnish to Plaintiffs, as well as their fellow Class Members, accurate Labor Code § 226
12 compliant wage statements; (g) failed to timely pay Plaintiffs, as well as their fellow Class Members,
13 all of their earned wages, compensation and benefits immediately at the termination of their
14 employment or within seventy-two hours of them quitting; (h) required Plaintiffs, as well as their
15 fellow Class Members, as a condition of being paid, to execute a statement of the hours they worked
16 during a pay period which Defendants knew to be false; and/or (i) required Plaintiffs, as well as their
17 fellow Class Members, to incur expenses in the discharge of their duties to Defendants for which
18 Defendants failed to indemnify and reimburse.

19 91. Plaintiffs are informed, believe, and thereon allege that Defendants’ unlawful
20 employment policies and practices, raise numerous questions of law common to the members of the
21 Class, including, without limitation: (a) whether the provisions of the Labor Code and 8 CCR §
22 11050 include the employer’s obligation to pay all earned wages and to pay all such earned wages at
23 the time of the termination of a member of the Class’s employment; (b) Defendants legal obligation
24 to permit members of the Class to take paid rest periods of ten (10) consecutive, uninterrupted
25 minutes for shifts in excess of four hours and a second rest period for shifts in excess of six hours; (c)
26 Defendants legal obligation to provide members of the Class the opportunity to take meal periods of
27 thirty (30) consecutive, uninterrupted minutes for shifts in excess of five hours and a second meal
28 period for shifts in excess of ten hours; (d) whether Defendants obligation to provide Labor Code §

226 compliant wage statements to the members of the Class are applicable to non-exempt employees such as the Plaintiff and their fellow members of the Class; (e) Defendants' obligation to reimburse Plaintiffs, as well as their fellow Class Members, for expenses incurred in the discharge of their duties for Defendants; (f) what remedies, including restitution, compensatory damages, statutory and civil penalties, wages, premium compensation, and disgorgement of revenue, are available under California law to members of the Class who: were not paid all earned wages, compensation and benefits; were not timely paid all earned minimum, regular rate, overtime, double time, and commission wages, compensation and benefits; were not paid all wages earned at the time of the termination of their employment relationship with Defendants; were not provided lawful wage statements; were not permitted to take a paid ten consecutive minute, uninterrupted, rest period for shifts worked in excess of 3.5 (3.5) hours and a second rest period of not less than ten consecutive minutes, uninterrupted, for shifts worked of at least six (6) hours in a given workday; were not provided a thirty consecutive minute, uninterrupted, meal period for shifts worked in excess of five (5) hours and a second meal period of not less than thirty consecutive minutes, uninterrupted, for shifts worked of at least ten (10) hours in a given workday; were not paid one hour of pay at the members' regular rate of pay for each paid ten (10) consecutive minute, uninterrupted, rest period that Defendants did not permit the Class members to take; were not paid one hour of pay at the members' regular rate of pay for each thirty (30) consecutive minute, uninterrupted, meal period that Defendants did not provide the Class Members to take; were not provided a compliant with Labor Code § 226 wage statement; were required, as a condition of being paid, to execute a statement of the hours they worked during a pay period which Defendants knew to be false; and/or were not reimbursed for expenditures incurred in the discharge of their duties to Defendants.

92. Plaintiffs are informed, believe, and thereon allege that the claims of Plaintiff are typical of the claims of the members of the Class because: they encompass the same unlawful policies and practices of Defendants; they arise out of the same alleged course of conduct by Defendants; are based upon the same legal theories as the claims of the Class; and the legal issues raised under the California state laws as a result of Defendants' conduct apply equally to Plaintiffs, as well as their fellow Class Members.

1 93. Plaintiffs are informed, believe, and thereon allege that all members of the Class are
2 similarly situated in that, throughout their employment, they were subject to Defendants' violations
3 of California labor law, including the following: Defendants maintained uniform policies and
4 practices whereby Defendants regularly and systematically: (a) refused to pay Plaintiffs, as well as
5 their fellow Class Members, all of their earned wages and compensation, including minimum, regular
6 rate, overtime, double time, and commission wages, by requiring, inter alia, Plaintiffs, as well as their
7 fellow Class Members, to work "off-the-clock" to complete their job duties and/or remit earned
8 commissions back to Defendants; (b) did not permit Plaintiffs, as well as their fellow Class Members,
9 to take all of their statutorily entitled rest periods; (c) did not provide Plaintiffs, as well as their fellow
10 Class Members, the opportunity to take all of their statutorily entitled meal periods; (d) failed to pay
11 Plaintiffs, as well as their fellow Class Members, one hour of compensation at their regular rate of
12 pay, for each earned rest period not permitted and/or each earned meal period not provided; (e) failed
13 to timely pay Plaintiffs, as well as their fellow Class Members, all of their earned wages and
14 compensation; (f) failed to furnish to Plaintiffs, as well as their fellow Class Members, accurate
15 Labor Code § 226.7 compliant wage statements; (g) failed to timely pay Plaintiffs, as well as their
16 fellow Class Members, all of their earned wages, compensation and benefits immediately at the
17 termination of their employment or within seventy-two hours of them quitting; (h) required Plaintiffs,
18 as well as their fellow Class Members, as a condition of being paid, to execute a statement of the
19 hours they worked during a pay period which Defendants knew to be false; and/or (h) required
20 Plaintiffs, as well as their fellow Class Members, to incur expenditures in the discharge of their duties
21 to Defendants for which Defendants failed to indemnify and reimburse.

22 94. Plaintiffs are informed, believe, and thereon allege that the prosecution of separate
23 actions by or against individual members of the Class would create a risk of substantial prejudice
24 because separate actions could result in the imposition of incompatible standards of conduct on the
25 party opposing class certification through inconsistent findings of fact, applications of law, judgments
26 or other such varying adjudications. Such potential inconsistent judgments or varying adjudications
27 include, but are not limited to, the propriety of Defendants' labor policies and practices as detailed
28 herein.

1 95. The questions of law and fact common to the members of the Class predominate over
2 any questions affecting only individual members, and a class action is superior to other available
3 methods for the fair and efficient adjudication of the controversy in that members of the Class have
4 little or no interest in individually controlling the prosecution of separate actions. The putative Class
5 member's individual claims are of a magnitude which make pursuit thereof, on an individual basis,
6 economically unfeasible and dissuade prosecution of such meritorious claims as the economic benefit
7 is far outweighed by the justified concern for retaliatory conduct on the part of Defendants and/or
8 concern for impaired future job prospects as a result of the perceived stigma associated with having
9 advanced litigation against one's previous employer.

10 96. Plaintiffs are not aware of any pending litigation concerning the controversy already
11 commenced by any Class Members.

12 97. Plaintiffs are informed, believe, and thereon allege that it is desirable to concentrate
13 the litigation of the claims in this court because substantially all of Plaintiffs' employment activities
14 for which their claims arise took place within the venue of the above-entitled court and Defendants
15 otherwise conduct business in this jurisdiction.

16 98. Plaintiffs are informed, believe, and thereon allege that this action is manageable as a
17 class action because, compared with any other method, such as consolidation of individual actions, a
18 class action is fairer and more efficient, avoids the potential for inconsistent findings of fact and/or
19 application of law, and would not present the parties, the members of the putative class, or the Court
20 with significant procedural or administrative difficulties in management thereof as a class action.
21 Furthermore, a class action would maximize judicial efficiency and minimize the inconvenience to
22 both party and non-party witnesses who would otherwise have to testify in a multitude of
23 proceedings.

24 99. Plaintiffs are informed, believe, and thereon allege, that Plaintiff contemplates the
25 distribution of a precertification notice to the putative class in accordance with the mandates of the
26 U.S. Supreme Court in the case of *Gulf Oil Co. v. Bernard* (1981) 452 U.S. 89. In *Gulf Oil*, supra, the
27 U.S. Supreme Court noted that the general policies embodied in Federal Rule of Civil Procedure Rule
28 23 include allowing class representatives to inform potential class members of the existence of the

lawsuit; to obtain information about the merits of the lawsuit; as well as obtain information about the merits of the case from the persons they seek to represent. The policy considerations for the distribution of a precertification notice were subsequently affirmed by the California Supreme Court in the case of *Pioneer Electronics (USA), Inc. v. Superior Court* (2007), 40 Cal.4th 360 (*Pioneer*), wherein the Court held that parties should have equal access to potential class members for discovery purposes.

100. Plaintiffs are informed, believe, and thereon allege that notice to the Class is warranted, so as to provide the best notice practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort. Said notice will clearly and concisely state in plain, easily understood language: (i) the nature of the action; (ii) the definition of the class to be certified; (iii) the class claims, issues; (iv) that a putative class member may enter an appearance through an attorney if the member so desires; (v) that the court will exclude from the class any member who requests exclusion; (vi) the time and manner for requesting exclusion; and (vii) the binding effect of a class judgment on members under California law.

101. Plaintiffs are informed, believe, and thereon allege that Robert W. Skripko, Jr., of the Law Office of Robert W. Skripko, Jr., PC; as well as Paul J. Denis and Ethan E. Rasi, of Denis & Rasi, PC, individually and collectively, are able to adequately represent Plaintiffs, as well as their fellow Class Members, as class counsel with respect to the claims advanced in this action.

FIRST CAUSE OF ACTION
(FAILURE TO PAY ALL EARNED WAGES)
(Against All Defendants)

102. Plaintiffs hereby reallege and incorporate by reference all facts and allegations set forth in this First Amended Complaint as though fully set forth herein.

103. Pursuant to Labor Code §§ 1197-1198, and the Wage Order, Plaintiffs and members of the Class were not exempt managerial, administrative, or professional employees.

104. Plaintiffs are informed, believe, and thereon allege that Defendants unlawfully failed to pay Plaintiffs and their similarly situated members of the Class for all the time worked as a result of Defendants' labor policies and practices, including, but not limited to: (a) requiring members to

1 clock out for a purported meal period and, yet, continue to work; unlawfully altering timecards and
2 payroll records so as to falsely deduct and/or not accurately record, time from the hours worked by
3 Plaintiffs, as well as their fellow Class Members, despite the fact that they continued to work during
4 said period so deducted and/or not recorded. Said unlawful reductions/deductions substantially
5 reduced the earned hours worked for which Plaintiffs and members of the Class received
6 compensation and improperly changed payment of hours that should have been compensated at an
7 overtime rate to wages calculated at their regular rate of pay.

8 105. Plaintiffs are informed, believe, and thereon allege that Defendants unlawfully failed
9 and refused and continue to fail and refuse to pay compensation for all hours worked by Plaintiffs and
10 the Class at their regular rate of pay.

11 106. As a result of Defendants' conduct, Plaintiffs, as well as their fellow Class Members,
12 are entitled to a recovery of damages for all unpaid wages at the proper rates of pay as restitution
13 from Defendants.

14 107. At all times pertinent hereto, California Labor Code § 1194 provided:
15 "Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the
16 legal minimum wage or the legal overtime compensation applicable to the employee is entitled to
17 recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime
18 compensation, including interest thereon, reasonable attorney's fees, and costs of suit."

19 108. At all times pertinent hereto, California Labor Code § 1194.2 provides for the
20 recovery of prejudgment interest in any action brought to recover the nonpayment of wages, at the
21 rate specified in Civil Code § 3289.

22 109. Plaintiffs are informed, believe, and thereon allege that Defendants, by and through
23 their respective corporate officers, directors, and managing agents, ordered, authorized, approved,
24 and/or ratified the conduct herein alleged with intent to deprive the Plaintiffs, as well as their fellow
25 Class Members, of monies to which they were and are entitled under California law, so as to increase
26 Defendants' profits, notwithstanding clear statutory obligations, including those which carry criminal
27 penalties for noncompliance.

(Against All Defendants)

115. Plaintiffs are informed, believe, and thereon allege that Defendants unlawfully altered timecards and payroll records by artificially and excessively deducting, and/or not accurately recording, time from the hours worked by Plaintiffs, as well as their fellow Class Members, despite the fact that they continued to work during said period so deducted and/or not recorded. Said

1 unlawful reductions substantially reduced the earned hours worked for which Plaintiffs and members
2 of the Class received their minimum wage and/or improperly changed payment of hours that should
3 have been compensated at an overtime rate to wages calculated at their regular rate of pay.

4 116. As a result of Defendants' conduct, Plaintiffs, as well as their fellow Class Members,
5 are entitled to a recovery of damages for all unpaid overtime wages at the proper rates of pay as
6 restitution from Defendants.

7 117. At all times pertinent hereto, California Labor Code § 1194 provided:
8 "Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the
9 legal minimum wage or the legal overtime compensation applicable to the employee is entitled to
10 recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime
11 compensation, including interest thereon, reasonable attorney's fees, and costs of suit".

12 118. At all times pertinent hereto, California Labor Code § 1194.2 provided for the
13 recovery of prejudgment interest in any action brought to recover the nonpayment of minimum wages
14 and overtime wages at the rate specified in Civil Code § 3289.

15 119. At all times pertinent hereto, Labor Code § 1194.3 provided for the recovery of
16 attorney's fees and costs in any action brought to recover the nonpayment of minimum or overtime
17 wages.

18 120. Plaintiffs are informed, believe, and thereon allege that Defendants, and each of them,
19 by and through their respective corporate officers, directors, and managing agents, ordered,
20 authorized, approved, or ratified the conduct herein alleged with the intent to deprive Plaintiffs, as
21 well as their fellow Class Members, of the minimum and overtime wages to which they were entitled
22 under California law so as to increase Defendants' profits, notwithstanding their statutory obligations,
23 including those which carry criminal penalties for noncompliance.

24 **THIRD CAUSE OF ACTION**

25 **(FAILURE TO PERMIT PAID 10 MINUTE REST PERIODS)**

26 **(Against All Defendants)**

27 121. Plaintiffs hereby reallege and incorporate by reference all facts and allegations set
28 forth in this First Amended Complaint as though fully set forth herein.

1 122. Plaintiffs are informed, believe, and thereon allege that Defendants have promulgated
2 and enforced policies and practices under which Plaintiffs, as well as their fellow Class Members,
3 regularly worked shifts in excess of four hours without being permitted the opportunity to take a paid
4 rest period of at least ten (10) consecutive minutes, uninterrupted, relieved of all job duties, and
5 worked more than six (6) hours at a time without being allowed a second paid ten (10) consecutive
6 minute, uninterrupted, rest period, relieved of all job duties.

7 123. Plaintiffs are informed, believe, and thereon allege that no member of the Class has
8 ever been paid their earned compensation for work performed by members of the Class during the
9 rest period to which they were entitled, yet not provided the opportunity to take, as well as additional
10 monies required under Labor Code § 226.7. Instead, Defendants have unlawfully failed and refused
11 and continue to fail and refuse to pay monies to Plaintiffs, as well as their fellow Class Members, for
12 labor performed during the rest periods which Defendants refused to permit Plaintiffs, as well as their
13 fellow Class Members, opportunity to take.

14 124. Plaintiffs are informed, believe, and thereon allege that Defendants, by and through
15 their respective corporate officers, directors, and managing agents, ordered, authorized, approved,
16 and/or ratified the conduct herein alleged with intent to deprive the Plaintiffs, as well as their fellow
17 Class Members, of the monies to which they were and are entitled under California law, so as to
18 increase Defendants' profits, notwithstanding clear statutory obligations, including obligations which
19 carry criminal penalties for noncompliance.

20 **FOURTH CAUSE OF ACTION**

21 **(FAILURE TO PROVIDE 30 MINUTE MEAL PERIODS)**

22 **(Against All Defendants)**

23 125. Plaintiffs hereby reallege and incorporate by reference all facts and allegations set
24 forth in this First Amended Complaint as though fully set forth herein.

25 126. Plaintiffs are informed, believe, and thereon allege that during each day and week of
26 each pay period within the applicable limitations period, Defendants promulgated and enforced
27 policies and practices under which the Plaintiffs, as well as their fellow Class Members, regularly
28 worked more than five (5) hours at a time without being permitted the opportunity to take a meal

1 period of at least thirty (30) consecutive minutes, uninterrupted, relieved of all job duties, and worked
2 more than ten (10) hours at a time without being allowed a second thirty (30) consecutive minute,
3 uninterrupted, meal period, relieved of all job duties.

4 127. The nature of the work performed by Plaintiffs, as well as their fellow Class Members,
5 did not prevent them from being relieved of all job duties.

6 128. Plaintiffs are informed, believe, and thereon allege that neither Plaintiff nor their
7 fellow members of the Class have ever been paid their earned compensation for work they performed
8 during the meal period to which they were entitled, yet not provided the opportunity to take, as well
9 as additional monies required under Labor Code § 226.7. Instead, Defendants unlawfully failed,
10 refused and continue to fail and refuse to pay monies to Plaintiffs and the Class for labor performed
11 during the meal periods which Defendants refused to provide Plaintiffs, as well as their fellow Class
12 Members, the opportunity to take.

13 129. Plaintiffs are informed, believe, and thereon allege that Defendants, by and through
14 their respective corporate officers, directors, and managing agents, ordered, authorized, approved,
15 and/or ratified the conduct herein alleged with intent to deprive the Plaintiffs, as well as their fellow
16 Class Members, of monies to which they were and are entitled under California law, so as to increase
17 Defendants' profits, notwithstanding clear statutory obligations, including obligations which carry
18 criminal penalties for noncompliance.

19 **FIFTH CAUSE OF ACTION**

20 **(FAILURE TO TIMELY PAY ALL EARNED WAGES AND COMPENSATION)**

21 **(Against All Defendants)**

22 130. Plaintiffs hereby reallege and incorporate by reference all facts and allegations set
23 forth in this First Amended Complaint as though fully set forth herein.

24 131. At all times pertinent hereto, California law, including, but not limited to, Labor Code
25 § 204 provided that all wages, other than those mentioned in Labor Code § 201, 202, 204.1, or 204.2,
26 earned by any person in any employment, are due and payable twice during each calendar month, on
27 days designated in advance by the employer as the regular paydays. Labor performed between the
28 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th

1 day of the month during which the labor was performed, and labor performed between the 16th and
2 the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the
3 following month.

4 132. Plaintiffs are informed, believe, and thereon allege that Defendants failed to timely
5 tender Plaintiffs, as well as their fellow Class Members, all of their earned minimum, regular rate,
6 and overtime wages, and Labor Code §226.7 compensation, in accordance with California law,
7 including, but not limited to, Labor Code § 204, such that labor performed between the 1st and 15th
8 days, inclusive, of any calendar month was not paid for between the 16th and the 26th day of the
9 month during which the labor was performed, and labor performed between the 16th and the last day,
10 inclusive, of any calendar month, was not paid for between the 1st and 10th day of the following
11 month.

12 133. Plaintiffs are informed, believe, and thereon allege that as a consequence of
13 Defendants' failure to timely tender Plaintiffs, as well as their fellow Class Members, all of their
14 earned minimum, regular-rate and overtime wages, as well as Labor Code § 226.7 compensation, that
15 Plaintiffs, as well as their fellow Class Members, were deprived of the timely receipt of their earned
16 wages and other compensation and, as a result thereof, were deprived of the interest and monetary
17 appreciation that would accrue on said monies - financial growth which Defendants were afforded the
18 opportunity to realize as a consequence of their unlawful and unfair withholding of the wages and
19 compensation earned by, and due and owing, Plaintiffs, as well as their fellow Class Members.

20 134. At all times pertinent hereto, California law, including, but not limited to, Labor Code
21 § 215 provided, "Any person, or the agent, manager, superintendent or officer thereof, who violates
22 any provision of Section..., 204,... is guilty of a misdemeanor. Any failure to keep posted any notice
23 required by Section 207 is prima facie evidence of a violation of these sections."

24 135. At all times pertinent hereto, California law, including, but not limited to, Labor Code
25 § 216 provided, "In addition to any other penalty imposed by this article, any person, or an agent,
26 manager, superintendent, or officer thereof is guilty of a misdemeanor, who: (a) Having the ability to
27 pay, willfully refuses to pay wages due and payable after demand has been made. (b) Falsely denies
28 the amount or validity thereof, or that the same is due, with intent to secure for himself, their

1 employer or other person, any discount upon such indebtedness, or with intent to annoy, harass,
2 oppress, hinder, delay, or defraud, the person to whom such indebtedness is due.”

3 136. Plaintiffs are informed, believe, and thereon allege that Defendants, and each of them,
4 by and through their respective corporate officers, directors, and managing agents, ordered,
5 authorized, approved, or ratified the conduct herein alleged with the intent to deprive Plaintiffs and
6 fellow members of the Class of the wages and premium compensation to which they were entitled
7 under California law so as to increase Defendants' profits, regardless of their statutory obligations,
8 including those which carry criminal penalties for noncompliance.

9 **SIXTH CAUSE OF ACTION**

10 **(FAILURE TO PAY ALL EARNED WAGES AND**
11 **COMPENSATION UPON TERMINATION OF EMPLOYMENT)**
12 **(Against All Defendants)**

13 137. Plaintiffs hereby reallege and incorporate by reference all facts and allegations set
14 forth in this First Amended Complaint as though fully set forth herein.

15 138. Plaintiffs are informed, believe, and thereon allege that for each day and week of each
16 pay period within the applicable limitations period, Plaintiffs and/or members of the Class’s
17 employment relationship with Defendants was terminated without Defendants paying all wages and
18 compensation due Plaintiffs, as well as their fellow Class Members, in the time period prescribed by
19 the Labor Code.

20 139. Plaintiffs are informed, believe, and thereon allege that Plaintiffs, as well as their
21 fellow Class Members, have been available and ready to receive the wages and compensation owed
22 to them.

23 140. Plaintiffs are informed, believe, and thereon allege that Plaintiffs, as well as their
24 fellow Class Members, have not refused to receive any payment, nor have Plaintiffs or their fellow
25 members of the Class been absent from their regular place of residence to receive the wages and
26 compensation due and owing them by Defendants.

1 141. Plaintiffs are informed, believe, and thereon allege that Defendants' failure to pay
2 Plaintiffs, as well as their fellow Class Members, their wages and compensation due and owing, as set
3 forth in detail herein, was willful.

4 142. Plaintiffs are informed, believe, and thereon allege that Defendants have knowingly
5 refused to pay Plaintiffs, as well as their fellow Class Members, all wages and compensation due and
6 owing Plaintiffs, as well as their fellow Class Members.

7 143. At all times pertinent hereto, Labor Code § 203 provided that an employer who
8 willfully fails to pay, without abatement or reduction, in accordance with Labor §§ 201, 201.5, 202,
9 and 205.5, any wages of an employee who is discharged or who quits, the daily wages of the
10 employee shall continue as a penalty from the due date thereof at the same daily rate until paid or
11 until an action therefore is commenced up to, but not more than thirty (30) days.

12 144. At all times pertinent hereto, Labor Code § 216 provided that in addition to any other
13 penalty imposed by the article, any person, or an agent, manager, superintendent, or officer thereof is
14 guilty of a misdemeanor, who: (a) Having the ability to pay, willfully refuses to pay wages due and
15 payable after demand has been made; (b) Falsely denies the amount or validity thereof, or that the
16 same is due, with intent to secure for himself, their employer or other person, any discount upon such
17 indebtedness, or with intent to annoy, harass, oppress, hinder, delay, or defraud, the person to whom
18 such indebtedness is due.

19 145. At all times pertinent hereto, California law, including, but not limited to, Labor Code
20 § 1194, provided that for any action brought for the nonpayment of wages, fringe benefits, or health
21 and welfare or pension fund contributions, the court shall award reasonable attorney's fees and costs
22 to the prevailing party if any party to the action requests attorney's fees and costs upon the initiation
23 of the action.

24 146. At all times pertinent hereto, Labor Code § 1194.2 provided that in any action brought
25 for the nonpayment of wages, the court shall award interest on all due and unpaid wages at the rate of
26 interest specified in Civil Code § 3289(b), which shall accrue from the date that the wages were due
27 and payable.

1 147. Plaintiffs are informed, believe, and thereon allege that Defendants, by and through
2 their respective officers, directors, and managing agents, ordered, authorized, approved and/or
3 ratified the conduct herein alleged with intent to deprive the Plaintiffs and their fellow members of
4 Class of the monies to which they were entitled under California law, so as to increase Defendants'
5 profits, regardless of their statutory obligations, including those which carry criminal penalties for
6 noncompliance.

7
8 **SEVENTH CAUSE OF ACTION**
9 **(FAILURE TO PROVIDE LAWFUL WAGE STATEMENTS)**
10 **(Against All Defendants)**

11 148. Plaintiffs hereby reallege and incorporate by reference all facts and allegations set forth
12 in this First Amended Complaint as though fully set forth herein.

13 149. At all times pertinent hereto, California Labor Code § 226 required Defendants, at the
14 time of each payment of wages, to furnish Plaintiffs, as well as their fellow Class Members, either as
15 a detachable part of the check, draft, or voucher paying the employee's wages, or separately when
16 wages are paid by personal check or cash, an itemized statement in writing showing: (1) gross wages
17 earned, (2) total hours worked by the employee,... (4) all deductions, provided, that all deductions
18 made on written orders of the employee may be aggregated and shown as one item, (5) net wages
19 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the
20 employee and their social security number, (8) the name and address of the legal entity that is the
21 employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding
22 number of hours worked at each hourly rate by the employee.

23 150. Plaintiffs are informed, believe, and thereon allege that for each day and week of each
24 pay period within the applicable limitations period, Defendants failed to provide Plaintiffs, as well as
25 their fellow Class Members, with an accurate itemized statement in writing that complied with Labor
26 Code § 226, including, but not limited to, the following: failing to identify the correct name and
27 address of the legal entity that is the employer; failing to accurately report the total number of hours
28 actually worked by Plaintiffs, as well as their fellow Class Members; failing to accurately record all

1 earned overtime; failing to list the applicable hourly rate in effect during the pay period and
2 accurately record the corresponding number of hours worked at each hourly rate by Plaintiff and their
3 fellow members of the Class.

4 151. As a result of Defendants' failure, Plaintiffs, as well as their fellow Class Members,
5 are entitled to recover the greater of all actual damages or fifty dollars for the initial pay period in
6 which a violation occurred and one hundred dollars per for each violation in a subsequent pay period,
7 not exceeding an aggregate penalty of \$4,000, plus costs and reasonable attorney's fees pursuant to
8 California law, including, but not limited to, Labor Code § 226(e).

9 152. Plaintiffs are informed, believe, and thereon allege that Defendants, by and through their
10 respective corporate officers, directors, and managing agents, ordered, authorized, approved, and/or
11 ratified the conduct herein alleged with intent to deprive the Plaintiffs, as well as their fellow Class
12 Members, of monies to which they were and are entitled under California law, so as to increase
13 Defendants' profits, notwithstanding clear statutory obligations, including obligations which carry
14 criminal penalties for noncompliance.

15 **EIGHTH CAUSE OF ACTION**

16 **(UNLAWFUL MANDATE FOR EXECUTION OF RELEASE)**

17 **(Against All Defendants)**

18 153. Plaintiffs hereby reallege and incorporate by reference all facts and allegations set forth
19 in this First Amended Complaint as though fully set forth herein.

20 154. Plaintiffs are informed and believe and thereon allege that at all times pertinent hereto
21 Defendants had a uniform policy and practice to violate Labor Code §206.5 by, inter alia: requiring
22 Plaintiffs, as well as their fellow Class Members, to execute a statement of the hours they worked
23 during the pay period which Defendants knew to be false. Said statement did not accurately denote
24 all hours worked by Plaintiffs, as well as their fellow Class Members,, including, but not limited to:
25 artificially deducting and/or not accurately recording, time from the hours worked by Plaintiffs, as
26 well as their fellow Class Members, despite the fact that they continued to work during said period so
27 deducted and/or not recorded; not recording all overtime and minimum wage hours worked; not
28 recording off the-clock hours; not recording rest period that Defendants' did not permit Plaintiffs, as

1 well as their fellow Class Members, to take; not recording meal periods that Defendants did not
2 provide Plaintiffs, as well as their fellow Class Members; and deducting time for meal periods that
3 were not provided Plaintiffs, as well as their fellow Class Members.

4 155. As a consequence of Defendants violations of Labor Code §206.5, Plaintiffs, as well
5 as their fellow Class Members, have been damaged as the false statements that Defendants mandated
6 Plaintiffs, as well as their fellow Class Members, sign as a condition for receipt of their paycheck did
7 not accurately inform Plaintiffs, as well as their fellow Class Members, as to the proper amount of
8 wages and compensation to which they were entitled. Further, Defendants paid Plaintiffs, as well as
9 their fellow Class Members, based on the erroneous figures referenced in Defendants' false
10 statements and as such, Defendants failed to remit to Plaintiffs, as well as their fellow Class
11 Members, all of their earned wages and compensation.

12 156. Plaintiffs are informed, believe, and thereon allege that Defendants, by and through
13 their respective corporate officers, directors, and managing agents, ordered, authorized, approved,
14 and/or ratified the conduct herein alleged with intent to deprive the Plaintiffs, as well as their fellow
15 Class Members, of monies to which they were and are entitled under California law, so as to increase
16 Defendants' profits, notwithstanding clear statutory obligations, including obligations which carry
17 criminal penalties for noncompliance.

18 **NINTH CAUSE OF ACTION**

19 **(FAILURE TO INDEMNIFY FOR WORK-RELATED EXPENSES)**

20 **(Against All Defendants)**

21 157. Plaintiffs hereby reallege and incorporate by reference all facts and allegations set forth
22 in this First Amended Complaint as though fully set forth herein.

23 158. At all times pertinent hereto, California law, including, but not limited to, Labor Code
24 § 2802 provided that California employees must be reimbursed for their employment-related
25 expenses incurred in the discharge of their duties.

26 159. The Defendants, and each of them, violated, and are continuing to violate California
27 law, including, but not limited to, the Wage Order and Labor Code § 2802 by failing to reimburse
28 Plaintiffs, as well as their fellow Class Members, all of their employment-related expenses, including,

1 but not limited to, not reimbursing Plaintiffs, as well as their fellow Class Members, for the cost of
2 equipment and tools (including, without limitation, personal cell phones utilized by Plaintiffs)
3 necessary for Plaintiffs and their fellow Class Members to discharge their duties as employees for
4 Defendants.

5 160. Plaintiffs are informed, believe, and thereon allege that they and their fellow members
6 of the Class and each of them, incurred substantial expenses in order to perform their jobs and for the
7 benefit of Defendant employers – expenses which were not reimbursed by Defendants.

8 161. Plaintiffs are informed, believe, and thereon allege that they and their fellow members
9 of the Class have sustained economic damages and losses in the amount of the un-reimbursed
10 employment-related expenses, including, but not limited to, the cell phone charges incurred, as
11 required by the employer or necessary to the discharge of their duties.

12 162. Plaintiffs are informed, believe, and thereon allege that Defendants, by and through
13 their respective corporate officers, directors, and managing agents, ordered, authorized, approved,
14 and/or ratified the conduct herein alleged with intent to deprive the Plaintiffs, as well as their fellow
15 Class Members, of monies and other benefits to which they were and are entitled under California
16 law, so as to increase Defendants' profits, notwithstanding clear statutory obligations, including
17 obligations which carry criminal penalties for noncompliance.

18 **TENTH CAUSE OF ACTION**
19 **(UNFAIR BUSINESS PRACTICES)**
20 **(Against All Defendants)**

21 163. Plaintiffs hereby reallege and incorporate by reference all facts and allegations set forth
22 in this First Amended Complaint as though fully set forth herein.

23 164. Plaintiffs are informed, believe, and thereon allege that during the Class Period,
24 Defendants committed unfair and unlawful business acts, as those terms are defined in Business and
25 Professions Code §17200, et seq., and reaped substantial unjust revenue by, inter alia: (a) failing to
26 pay Plaintiffs, as well as their fellow Class Members, all of their earned wages and compensation,
27 including minimum, regular rate, overtime, double time, and commission wages, by requiring, inter
28 alia, Plaintiffs, as well as their fellow Class Members, to work “off-the-clock” to complete their job

1 duties and/or artificially deducting one-half hour from shifts in excess of five hours; (b) failing to
2 permit Plaintiffs, as well as their fellow Class Members, to take all of their statutorily entitled rest
3 periods; (c) failing to provide Plaintiffs, as well as their fellow Class Members, the opportunity to
4 take all of their statutorily entitled meal periods; (d) failing to pay Plaintiffs, as well as their fellow
5 Class Members, one hour of compensation at their regular rate of pay, for each earned rest period not
6 permitted and/or each earned meal period not provided; (e) failing to timely pay Plaintiffs, as well as
7 their fellow Class Members, all of their earned wages and compensation; (f) failing to furnish to
8 Plaintiffs, as well as their fellow Class Members, accurate Labor Code § 226 compliant wage
9 statements; (g) failing to timely pay Plaintiffs, as well as their fellow Class Members, all of their
10 earned wages, compensation and benefits immediately at the termination of their employment or
11 within seventy-two hours of them quitting; (h) requiring Plaintiffs, as well as their fellow Class
12 Members, as a condition of being paid, to execute a statement of the hours they worked during a pay
13 period which Defendants knew to be false; and/or (i) requiring Plaintiffs, as well as their fellow Class
14 Members, to incur expenditures in the discharge of their duties to Defendants for which Defendants
15 failing to indemnify and reimburse; and/or (j) failing to abide by other provisions of the California
16 Labor Code and the applicable Industrial Welfare Commission Wage Order. Such conduct by
17 Defendants constitutes unfair competition and unfair business practices, as such terms are described
18 in Business and Professions Code §17200, et seq.

19 165. Pursuant to Business and Professions Code § 17203, the court is authorized to make
20 such orders or judgments as may be necessary to prevent the use or employment by any such person
21 or entity of any such practice which constitutes unfair competition or as may be necessary to restore
22 to any person in interest any money or property which may have been acquired by means of such
23 unfair competition.

24 166. Plaintiffs are informed, believe, and thereon allege that Defendants have violated
25 California labor law as detailed herein and, unless restrained and ordered to disgorge to Plaintiffs, as
26 well as their fellow Class Members, as restitution, all ill-gotten revenue derived from Defendants'
27 unfair and unlawful business practices detailed herein, Defendants will continue to violate Unfair
28

1 Competition Law by engaging in the business practices violative of California labor law as detailed
2 hereinabove.

3 **ELEVENTH CAUSE OF ACTION**

4 **(PRIVATE ATTORNEY GENERAL ACT – LABOR CODE §§ 2698, ET SEQ.)**

5 (Against All Defendants)

6 167. Plaintiffs hereby re-allege and incorporate by reference all facts and allegations set
7 forth in this First Amended Complaint as though fully set forth herein.

8 168. At all times relevant hereto, California law, including, but not limited to, Labor Code
9 §§ 2698, et seq., known as the Labor Code Private Attorneys General Act of 2004 (“PAGA”),
10 provided an aggrieved employee, on behalf of himself or herself and other current or former
11 employees, through a civil action, a procedure to recover those civil penalties to be assessed against
12 Defendants and collected by the Labor and Workforce Development Agency or any of its
13 departments, divisions, commissions, boards, agencies, or employees, for a violation of the Labor
14 Code.

15 169. At all times relevant hereto, California law, including, but not limited to, Labor Code
16 § 2699, provided in pertinent part: “(a) Notwithstanding any other provision of law, any provision of
17 this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce
18 Development Agency or any of its departments, divisions, commissions, boards, agencies, or
19 employees, for a violation of this code, may, as an alternative, be recovered through a civil action
20 brought by an aggrieved employee on behalf of himself or herself and other current or former
21 employees pursuant to the procedures specified in Section 2699.3. (b) For purposes of this part,
22 "person" has the same meaning as defined in Section 18. (c) For purposes of this part, “aggrieved
23 employee” means any person who was employed by the alleged violator and against whom one or
24 more of the alleged violations was committed.”

25 170. At all times relevant hereto, California law, including, but not limited to, Labor Code
26 § 2699, provided in pertinent part: “...(e)(1) For purposes of this part, whenever the Labor and
27 Workforce Development Agency, or any of its departments, divisions, commissions, boards,
28 agencies, or employees, has discretion to assess a civil penalty or seek injunctive relief, a court is

1 authorized to exercise the same discretion, subject to the same limitations and conditions, to assess a
2 civil penalty and award injunctive relief...(k)(1)Except as provided in paragraph (2), an aggrieved
3 employee may recover the civil penalty described in subdivision (f) and may be awarded injunctive
4 relief in a civil action pursuant to the procedures specified in Section 2699.3 filed on behalf of the
5 employee and other current or former employees against whom a violation of the same provision
6 was committed. Any employee who prevails in any action shall be entitled to an award of reasonable
7 attorney's fees and costs, including any filing fee paid pursuant to subparagraph (B) of paragraph (1)
8 of subdivision (a) or subparagraph (B) of paragraph (1) of subdivision (c) of Section 2699.3.

9 Nothing in this part shall operate to limit an employee's right to pursue or recover other remedies
10 available under state or federal law, either separately or concurrently with an action taken under this
11 part.

12 171. Plaintiffs are informed, believe, and thereon allege that at all times pertinent hereto,
13 the PAGA, codified in California Labor Code §§ 2698, et seq., applied to the Labor Code violations
14 alleged herein against Defendants.

15 172. Plaintiffs are informed, believe, and thereon allege that at all times pertinent hereto he
16 was an "aggrieved employee" of Defendants, as that phrase is statutorily defined pursuant to Labor
17 Code § 2699(c)(1) which provides, in pertinent part, "For purposes of this part, "aggrieved
18 employee" means any person who was employed by the alleged violator and personally suffered
19 each of the violations alleged during the period prescribed under Section 340 of the Code of Civil
20 Procedure, except that for purposes of actions brought pursuant to paragraph (2), "aggrieved
21 employee" means any person who was employed by the alleged violator against whom one or more
22 of the alleged violations was committed within the period prescribed under Section 340 of the Code
23 of Civil Procedure. Plaintiff and his fellow members of the Class/aggrieved employees were persons
24 employed by the alleged violators, i.e. Defendants, and against whom one or more of the alleged
25 violations was committed.

26 173. Plaintiffs have complied with all procedural requirements of the PAGA codified in
27 California Labor Code §§ 2698, et seq.
28

1 174. In particular, Plaintiffs, as aggrieved employees of Defendants and representatives of
2 the Class, gave written Notice by certified mail to the California Labor and Workforce Development
3 Agency and Defendants, of provisions of the California Labor Code alleged to have been violated by
4 Defendants, including the facts and theories to support the alleged violations. (the “Notice”).

5 175. Plaintiffs are informed, believe, and thereon allege that they are statutorily authorized
6 to commence a civil action against Defendants pursuant to the PAGA, including Labor Code §§
7 2698, 2699, 2699.3 and 2699.5.

8 176. Plaintiffs are informed, believe, and thereon allege that at all times pertinent hereto,
9 California Labor Code § 2699(g)(1) provided in pertinent part, “...Nothing in this part shall operate
10 to limit an employee’s right to pursue or recover other remedies available under state or federal law,
11 either separately or concurrently with an action taken under this part....”

12 177. Plaintiffs are informed, believe, and thereon allege that at all times pertinent hereto,
13 Labor Code § 558 provided in pertinent part, “(a) Any employer or other person acting on behalf of
14 an employer who violates, or causes to be violated, a section of this chapter or any provision
15 regulating hours and days of work in any order of the IWC shall be subject to a civil penalty as
16 follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay
17 period for which the employee was underpaid in addition to an amount sufficient to recover
18 underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
19 employee for each pay period for which the employee was underpaid in addition to an amount
20 sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to
21 the affected employee.... (d) The civil penalties provided for in this section are in addition to any
22 other civil or criminal penalty provided by law.”

23 178. As a result of Defendants’ violations of the California Labor Code enumerated herein
24 above, pursuant to California Labor Code § 558, Plaintiff and his fellow members of the
25 class/aggrieved employees are entitled to recover a civil penalty: (1) for any initial violation, of fifty
26 dollars (\$50) for each underpaid employee for each pay period for which the employee was
27 underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent
28 violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the

1 employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages
2 recovered pursuant to this section shall be paid to the affected employee. In addition Plaintiff and his
3 fellow members of the class/aggrieved employees are entitled to recover reasonable attorney's fees
4 and costs pursuant to California Labor Code § 2699(k)(1).

5
6 **PRAYER**

7 NOW, THEREFORE, the Plaintiffs, individually, and on behalf of their fellow members of
8 the Class and Aggrieved Employees, pray for judgment against Defendants, Does 1 through 25, and
9 each of them, as follows:

- 10 1. For certification of the Class and all Sub-Classes on all causes of action;
- 11 2. For all earned minimum, regular rate, overtime, double time, and commission wages
12 as restitution and compensatory damages in an amount according to proof at the time of trial;
- 13 3. For restitution and compensatory damages according to proof at the time of trial;
- 14 4. For additional monies equal to one hour of pay for each member of the Class for each
15 work day within the statutory period of Labor Code § 226.7, in which such members worked 3.5
16 hours without being permitted a paid ten (10) consecutive minute, uninterrupted, rest period, relieved
17 of all job duties, and/or worked 6 hours and not permitted a paid second ten (10) consecutive minute,
18 uninterrupted, rest period, relieved of all job duties;
- 19 5. For additional monies equal to one hour of pay for each member of the Class for each
20 work day within the statutory period of Labor Code § 226.7, in which such members worked five
21 hours without being provided a thirty (30) consecutive minute, uninterrupted, meal period, relieved of
22 all job duties, and/or worked ten hours without being provided a second thirty (30) consecutive
23 minute, uninterrupted, meal period, relieved of all job duties;
- 24 6. For statutory and civil penalties as authorized by law including, but not limited to, the
25 California Labor Code;
- 26 7. For the greater of actual damages sustained or penalties as authorized by law including,
27 but not limited to, the California Labor Code;

1 8. For compensatory damages comprised of the following: the respective earned
2 minimum, regular rate, overtime, double time, and commission wages, Labor Code § 226.7 premium
3 pay compensation, and interest earned by Plaintiffs, as well as their fellow Class Members, but not
4 paid by Defendants, as detailed hereinabove, in an identifiable amount which Defendants were
5 statutorily required to specify and record;

6 9. Liquidated damages pursuant to Labor Code §1194.2 in an amount equal to the wages
7 unlawfully unpaid and interest thereon.

8 10. For injunctive relief in the form of an order compelling Defendants to cease
9 enforcement of their policies and practices which are in violation of the California Labor Code and
10 the applicable Industrial Welfare Commission Wage Order as detailed herein, and compel Defendants
11 to comply with California labor law, including, but not limited to: (a) pay the Class Members all of
12 their earned minimum, regular rate, over-time, double time, and commission wages and premium
13 compensation; (b) Provide the Class Members the opportunity to take their statutorily entitled rest
14 and meal periods and/or pay them the statutorily required premium compensation for each rest period
15 not permitted and each meal period not provided; (c) Reimburse the Class Members for work-related
16 expenses; and (d) Provide the Class Members Labor Code §226 compliant wage statements;

17 11. Recovery of wages unlawfully withheld as a restitutionary remedy under the Unfair
18 Competition Law.

19 12. For pre-judgment interest at the legal rate;

20 13. For reasonable attorney's fees and costs pursuant to California law including, but not
21 limited to, Code of Civil Procedure § 1021.5, Labor Code §§ 218.5, 226, 1194, 2699(g)(1), and 2802,
22 and as otherwise permitted by statute;

23 14. For costs of suit incurred herein; and

24 15. For such other and further relief as the Court deems just and proper.

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Dated: August 22, 2025

By:

ROBERT W. SKRIPKO, JR., ESQ.
Attorneys for Plaintiffs and putative
Class-PAGA Representatives, **JAQUELINE
CASAS** and **CHRISTOPHER MORALES**,
individually, on behalf of all other similarly
situated members of the Class, and fellow
Aggrieved Employees