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Hemming, individually, and on behalf of all other
aggrieved employees

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

SAMUEL RODRIGUEZ and RYAN
HEMMING, individually, and on behalf of all
other aggrieved employees,

Plaintiffs,

v.

CAPPO MANAGEMENT LVI, LLC; CAPPO
MANAGEMENT LVIII, LLC; CAPPO
MANAGEMENT XLV, LLC; CAPPO
MANAGEMENT LI, LLC; CAPPO
MANAGEMENT LIII, LLC; CAPPO
MANAGEMENT LIV, LLC; CAPPO
MANAGEMENT XL, LLC; CAPPO
MANAGEMENT XLI, LLC; CAPPO
MANAGEMENT XLII, LLC; CAPPO
MANAGEMENT XLIII, LLC; CAPPO
MANAGEMENT XLVI, LLC; CAPPO
MANAGEMENT XLIX, LLC; CAPPO
MANAGEMENT LXII, LLC; CAPPO
MANAGEMENT LXIII, LLC; CAPPO
MANAGEMENT LXXIII, LLC; CAPPO
MANAGEMENT LXXIV, LLC; CAPPO
MANAGEMENT XXXIII, INC.; CAPPO
MANAGEMENT XXXI, INC.; CAPPO
MANAGEMENT XXXIV, INC.; CAPPO
MANAGEMENT XXIX, INC.; CAPPO
MANAGEMENT XXIII, INC.; CAPPO
MANAGEMENT XXVI, INC.; CAPPO
MANAGEMENT XXVII, INC.; CAPPO

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Superior Court of California,
County of Alameda

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By: Andrel Gospel,
Deputy Clerk

Case No.: **26CV169624**

**REPRESENTATIVE COMPLAINT FOR
ENFORCEMENT OF THE PRIVATE
ATTORNEYS GENERAL ACT OF 2004,
LABOR CODE §§ 2698, ET SEQ.:**

MANAGEMENT XXVIII, INC.; CAPPO
MANAGEMENT XII, INC.; CAPPO
MANAGEMENT XXXV, INC.; VICTORY
AUTOMOTIVE GROUP, INC.; and DOES 1
through 50, inclusive,

Defendants.

1 Plaintiffs Samuel Rodriguez and Ryan Hemming (“Plaintiffs”), individually and on behalf
2 of all other aggrieved employees, alleges as follows:

3 INTRODUCTION

4 1. Plaintiffs bring this representative action against defendants Cappo Management
5 LVI, LLC, Cappo Management LVIII, LLC, Cappo Management XLV, LLC, Cappo Management
6 LI, LLC, Cappo Management LIII, LLC, Cappo Management LIV, LLC, Cappo Management XL,
7 LLC, Cappo Management XLI, LLC, Cappo Management XLII, LLC, Cappo Management XLIII,
8 LLC, Cappo Management XLVI, LLC, Cappo Management XLIX, LLC, Cappo Management
9 LXII, LLC, Cappo Management LXIII, LLC, Cappo Management LXXIII, LLC, Cappo
10 Management LXXIV, LLC, Cappo Management XXXIII, Inc., Cappo Management XXXI, Inc.,
11 Cappo Management XXXIV, Inc., Cappo Management XXIX, Inc., Cappo Management XXIII,
12 Inc., Cappo Management XXVI, Inc., Cappo Management XXVII, Inc., Cappo Management
13 XXVIII, Inc., Cappo Management XII, Inc., Cappo Management XXXV, Inc., Victory Automotive
14 Group. Inc., and DOES 1 through 50, inclusive (collectively, “Defendants”), on Plaintiffs’ own
15 behalf and on behalf of all other non-exempt, hourly-paid, or commission-paid employees
16 currently or formerly employed by Defendants in California at any time from October 3, 2024 to
17 the present (“aggrieved employees”).

18 2. Plaintiff is informed and believes, and thereon alleges, that Defendants have
19 violated state wage and hour laws by, among other things:

- 20 (a) failing to pay all minimum, sick, and overtime wages;
- 21 (b) failing to provide meal periods or pay meal period premiums;
- 22 (c) failing to authorize or permit rest periods or pay rest period premiums;
- 23 (d) failing to reimburse necessary expenditures;
- 24 (e) failing to provide accurate itemized wage statements; and
- 25 (f) failing to pay all wages due during employment and upon separation of
26 employment.

27 3. Plaintiffs seek monetary relief against Defendants on behalf of himself and all other
28 aggrieved employees to recover, among other things, unpaid wages, statutory penalties, benefits,

1 interest, attorneys’ fees, costs and expenses, and penalties pursuant to Labor Code §§ 201, 202,
2 203, 204, 210, 226, 226.7, 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198,
3 2698, *et seq.*, 2802, and Code of California Civil Procedure § 1021.5.

4 **JURISDICTION AND VENUE**

5 4. The penalties and other legal and equitable relief sought by Plaintiff exceed the
6 minimal jurisdictional limits of this Court and will be established according to proof at trial.

7 5. This Court has jurisdiction over this action pursuant to Article VI, § 10 of the
8 California Constitution, which grants the superior court “original jurisdiction in all other causes”
9 except those given by statute to other courts. The statutes under which this action is brought do not
10 specify any other basis for jurisdiction.

11 6. This Court has jurisdiction over all Defendants because, upon information and
12 belief, Defendants are citizens of California, have sufficient minimum contacts in California,
13 and/or otherwise intentionally avail themselves of the California market so as to render the exercise
14 of jurisdiction over them by the California courts consistent with traditional notions of fair play
15 and substantial justice.

16 7. Venue is proper in this court because Defendants maintain offices, have agents,
17 employ individuals, and/or transact business in this county.

18 **THE PARTIES**

19 1. Plaintiff Samuel Rodriguez is a California resident and was employed by
20 Defendants in Albany, California as a non-exempt part technician drive from approximately
21 January 2021 to approximately August 2025.

22 2. Plaintiff Ryan Hemming is a California resident and was employed by Defendants
23 in Napa, California as an hourly-paid or commission-paid sales specialist from approximately
24 August 2022 to approximately January 2025.

25 3. Defendants were and are subject to the Labor Code and IWC Wage Orders as
26 employers whose employees were and are engaged to work throughout this county and the State
27 of California.

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4. Plaintiffs are unaware of the true names or capacities of the Defendant sued herein under the fictitious names DOES 1 through 50 but will amend the complaint and serve such fictitiously named Defendants once their names and capacities become known.

5. Plaintiffs are informed and believe and thereon allege that each and all of the acts and omissions alleged herein were performed by, or are attributable, to each Defendant acting as the agent, employee, alter ego, and/or joint venturer of, or working in concert with, each of the other co-Defendants and within the course and scope of such agency, employment, joint venture, or concerted activity with legal authority to act on the others' behalf.

6. Plaintiffs are informed and believe and thereon allege that during the relevant time period, DOES 1 through 50 were the employers of Plaintiffs and the aggrieved employees within the meaning of all applicable state laws and statutes. Plaintiffs are informed and believe and thereon allege that DOES 1 through 50 directly or indirectly controlled or affected the working conditions, working hours, and conditions of employment of Plaintiffs and the other aggrieved employees so as to make each Defendant an employer liable under the statutory provision set forth herein.

7. Plaintiffs are informed and believe and thereon allege that DOES 1 through 50 had the authority to hire and terminate Plaintiffs and the other aggrieved employees, to set work rules and conditions governing Plaintiffs and the other aggrieved employees' employment, and to supervise their daily employment activities.

8. Plaintiffs are informed and believe and thereon allege that DOES 1 through 50 exercise sufficient authority over the terms and conditions of Plaintiffs' and the other aggrieved employees' employment for them to be joint employers of Plaintiffs and the other aggrieved employees.

GENERAL ALLEGATIONS

9. During the relevant time period, Defendants employed Plaintiffs and aggrieved employees as non-exempt, hourly-paid, or commission-paid employees throughout California at Defendants' California business location(s).

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1 10. During the relevant time period, Defendants knew that Plaintiffs and aggrieved
2 employees were entitled to compensation for all hours worked. However, Defendants failed to pay
3 Plaintiffs and aggrieved employees at least the minimum wage and overtime wage for all hours
4 worked due to Defendants' policy and practice of failing to pay for all hours worked at the correct
5 rate. For example, Plaintiffs and aggrieved employees earned overtime and double time, but rather
6 than paying overtime at 1.5 times the regular rate of pay and double time at 2 times the regular rate
7 of pay, Defendants calculated overtime by adding half of the regular rate of pay to Plaintiffs' and
8 aggrieved employees' base hourly rate and calculated double time by adding the regular rate of
9 pay to Plaintiffs' and aggrieved employees' base hourly rate. Defendants also underpaid Plaintiffs
10 and aggrieved employees sick pay by paying it at the base hourly rate. As a result, Defendants
11 failed to pay Plaintiffs and aggrieved employees for all minimum, sick, and overtime wages in
12 violation of the Labor Code and applicable IWC Wage Order.

13 11. During the relevant time period, Defendants knew that Plaintiffs and aggrieved
14 employees were entitled to receive 30-minute, uninterrupted, duty-free meal periods for every 5
15 hours worked or payment of meal period premiums at their regular rate of pay in lieu thereof.
16 However, Defendants failed to provide Plaintiffs and aggrieved employees with 30-minute,
17 uninterrupted, duty-free meal periods for every 5 hours worked and failed to pay meal period
18 premiums at their regular rate of pay in lieu thereof in violation of the Labor Code and applicable
19 IWC Wage Order.

20 12. During the relevant time period, Defendants knew that Plaintiffs and aggrieved
21 employees were entitled to receive 10-minute, duty-free rest periods for every 4 hours worked or
22 major fraction thereof or payment of rest period premiums at their regular rate of pay in lieu
23 thereof. However, Defendants failed to permit Plaintiffs and aggrieved employees to take 10-
24 minute, uninterrupted, duty-free rest periods for every 4 hours worked or major fraction thereof
25 and failed to pay rest period premiums at their regular rate of pay in lieu thereof in violation of the
26 Labor Code and applicable IWC Wage Order.

27 13. During the relevant time period, Defendants knew that Plaintiffs and aggrieved
28 employees were entitled to indemnification of all necessary expenditures or losses incurred in

1 direct consequence of the discharge of Plaintiffs and aggrieved employees' duties. However,
2 Defendants made it necessary for Plaintiff and aggrieved employees to use their personal devices
3 to communicate with managers, coworkers, and customers, and Defendants failed to indemnify for
4 these necessary expenditures in violation of the Labor Code.

5 14. During the relevant time period, Defendants knew that Plaintiffs and aggrieved
6 employees were entitled to itemized wage statements that accurately showed, *inter alia*, gross
7 wages earned, total hours worked, net wages earned, and all applicable hourly rates in effect during
8 the pay period and the corresponding number of hours worked at each hourly rate.

9 15. During the relevant time period, Defendants knew that Plaintiffs and aggrieved
10 employees were entitled to timely payment of wages due during employment and upon separation
11 of employment. In violation of the Labor Code, Plaintiffs and aggrieved employees did not receive
12 payment of all wages within the required time periods.

13 16. During the relevant time period, Defendants knew they had a duty to compensate
14 Plaintiffs and aggrieved employees, and Defendants had the financial ability to pay such
15 compensation but willfully, knowingly, and/or intentionally failed to do so in order to increase
16 Defendants' profits.

17 17. Therefore, Plaintiffs bring this lawsuit against Defendants on Plaintiffs' own behalf
18 and on behalf of all aggrieved employees to recover, among other things, attorneys' fees, civil
19 penalties, costs, and expenses.

20 **FIRST CAUSE OF ACTION**

21 **ENFORCEMENT OF LABOR CODE §§ 2698, ET SEQ.**

22 (Private Attorneys General Act of 2004)

23 18. Plaintiffs hereby re-allege and incorporate by reference all paragraphs above as
24 though fully set forth herein.

25 19. Labor Code § 2699(a) provides that notwithstanding any other provision of law, any
26 provision of this code that provides for a civil penalty to be assessed and collected by the Labor
27 and Workforce Development Agency or any of its departments, divisions, commissions, boards,
28 agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a

1 civil action brought by an aggrieved employee on behalf of himself or herself and other current or
2 former employees against whom a violation of the same code provision was committed pursuant
3 to the procedures specified in Section 2699.3.

4 20. Labor Code § 2699(m) provides that civil penalties recovered by aggrieved
5 employees shall be distributed as follows: 65% to the Labor and Workforce Development Agency
6 for enforcement of labor laws, including the administration of this part, and for education of
7 employers and employees about their rights and responsibilities under this code, to be continuously
8 appropriated to supplement and not supplant the funding to the agency for those purposes; and
9 35% to the aggrieved employees.

10 21. Plaintiffs and all other non-exempt, hourly-paid, or commission-paid employees
11 currently or formerly employed by Defendants in California at any time from October 3, 2024 to
12 the present are “aggrieved employees” as defined in Labor Code § 2699(c).

13 22. Defendants’ conduct, as alleged herein, violates numerous Labor Code sections,
14 including the following:

- 15 (a) Failing to pay minimum, sick, and overtime wages to Plaintiffs and other
16 aggrieved employees at the correct rate in violation of Labor Code §§ 246,
17 510, 558, 1194, 1194.2, 1197, 1197.1, and 1198;
- 18 (b) Failing to provide compliant meal periods without paying Plaintiffs and
19 other aggrieved employees meal period premiums for each day that lawful
20 meal periods were not provided in violation of Labor Code §§ 226.7 and
21 512;
- 22 (c) Failing to authorize and permit compliant rest breaks without paying
23 Plaintiffs and other aggrieved employees rest period premiums for each day
24 that lawful rest periods were not authorized or permitted in violation of
25 Labor Code § 226.7;
- 26 (d) Failing to reimburse necessary expenditures in violation of Labor Code §
27 2802;
- 28 (e) Failing to provide accurate itemized wage statements in violation of Labor

Code § 226;

(f) Failing to timely pay all wages due during Plaintiffs' and other aggrieved employees' employment and at the end of their employment in violation of Labor Code §§ 201, 201.3, 202, 203, 204, and 210; and

(g) Failing to maintain accurate and complete records showing the hours worked each day by Plaintiffs and other Aggrieved Employees in violation of Labor Code §§ 1174 and 1174.5.

23. Plaintiffs personally suffered each of the Labor Code violations alleged in this lawsuit within the one-year period prior to their PAGA notice.

24. Plaintiffs have exhausted the administrative requirements provided in Labor Code § 2699.3 as to Defendants and are therefore able to pursue a claim for penalties on Plaintiffs' own behalf and on behalf of all other aggrieved employees under PAGA.

25. Plaintiffs are entitled to recover civil penalties pursuant to Labor Code §§ 210, 558, 1174.5, 1197.1, 2699, 2699.3, and 2699.5 for the Labor Code violations alleged herein.

26. Plaintiffs are entitled to recover attorneys' fees pursuant to Labor Code §§ 210, 218.5, 248.5, and 2699(g)(1).

PRAYER FOR RELIEF

On Plaintiffs' own behalf and on behalf of all other aggrieved employees, Plaintiffs pray for relief and judgment against Defendants, jointly and severally, as follows:

1. For civil penalties pursuant to PAGA;

2. For injunctive relief;

3. For reasonable attorneys' fees and costs of suit and interest, pursuant to Labor Code §§ 210, 218.5, 248.5, 2699(g)(1), and 2802; and

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1 4. For such other relief as the Court deems just and proper.

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3 Dated: February 9, 2026

ABRAMSON LABOR GROUP

4
5 By: 

6 Fawn F. Bekam
7 Jacquelyn Silva
8 Desiree Ruiz Alfaro
9 Attorneys for Plaintiffs Samuel Rodriguez and
10 Ryan Hemming