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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

JUNESS TORRES, on behalf of others similarly situated and the State of California under the Private Attorneys General Act, Plaintiffs, vs. SUNROAD KM CHEVROLET, LLC and DOES 1 through 50, inclusive, Defendants.	Case No. 26CU010084C **REPRESENTATIVE ACTION COMPLAINT** 1. Civil Penalties under the Private Attorneys General Act (Labor Code §§ 2698 *et seq.*) Action Filed:

Plaintiff JUNESS TORRES, on behalf of all others similarly situated and the State of California under the Private Attorneys General Act ("Plaintiff") brings this REPRESENTATIVE ACTION COMPLAINT against Defendants SUNROAD KM CHEVROLET, LLC and DOES 1 through 50, inclusive (collectively "Defendants"), alleging as follows:

INTRODUCTION

1. This is a representative action complaint brought under the California Private Attorneys General Act (Labor Code 2968 *et seq*.).

2. Defendants failed to compensate Plaintiff and the aggrieved employees for all hours worked as a result of their unlawful policy requiring off-the-clock work.

3. Defendants maintained a practice of requiring Plaintiff and other aggrieved employees to clock out for unpaid meal breaks while continuing to perform work duties off-the-clock.

4. Defendants failed to pay Plaintiff and the aggrieved employees overtime wages and the lawful rate of pay for overtime hours worked, resulting in unpaid overtime wages.

5. As a result of Defendants' unlawful practice of requiring Plaintiff and other aggrieved employees to work while off-the-clock, Defendants failed to accurately record all hours worked, resulting in unpaid overtime wages.

6. Additionally, Defendants failed to pay overtime at the "regular rate of pay." Specifically, Defendants failed to include piece rate wages and other forms of remuneration pay in their calculation of overtime rates.

7. Further, Defendants failed to comply with California's paid sick leave laws with respect to the aggrieved employees. Specifically, due to Defendants failing to accurately record and account for all hours worked, Plaintiff and the aggrieved employees were not accruing sick leave pay at the correct rate. Additionally, Defendants failed to pay sick pay at the "regular rate of pay."

8. Defendants failed to provide Plaintiff and the aggrieved employees with meal and rest periods.

9. In addition, Defendants failed to reimburse Plaintiff and the aggrieved employees for necessary expenses incurred in furtherance of the job.

10. Defendants' employment practices, policies, and payroll administration systems enabled and facilitated these violations on a company-wide basis with respect to the aggrieved employees

JURISDICTION & VENUE

11. Jurisdiction of this action is proper in this Court under Article VI, Section 10 of the California Constitution as the causes of action are premised upon violations of California law.

12. The monetary damages and restitution sought exceed the minimal jurisdiction limits of the Superior Court.

13. This Court has jurisdiction over Defendants because, upon information and belief, Defendants have sufficient minimum contacts in California, or otherwise intentionally avail themselves to the California economy so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice.

14. Venue is proper in this Court under Code of Civil Procedure sections 393(a), 395, and/or 395.5 because, upon information and belief, Defendants conducted business and committed some of the alleged violations in this County.

PARTIES

A. Plaintiff Juness Torres

15. Plaintiff Torres is an individual over 18 years of age who worked for Defendants in California as a non-exempt employee from about January 2025 to September 2025. Plaintiff worked as an Automotive Technician.

16. The State of California, via the Labor and Workforce Development Agency ("LWDA"), is the real party in interest in this action. (*Kim v. Reins Int'l California, Inc.* (2020) 9 Cal. 5th 73, 81 [The "government entity on whose behalf the plaintiff files suit is always the real party in interest."]). To the extent permitted by law, including pursuant *Balderas v. Fresh Start Harvesting, Inc.* (2024) 101 Cal. App. 5th 533 and *Rodriguez v. Packers Sanitation Services Ltd., LLC* (2025) 109 Cal.App.5th 69, the PAGA claim is brought exclusively as a representative action and does not include arbitrable claims.

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B. Defendants

17. Defendant Sunroad KM Chevrolet, LLC is a California limited liability corporation that maintains operations and conducts business throughout the State of California, including in this county. Defendant Sunroad KM Chevrolet, part of the San Diego-based Sunroad Auto Group, is an automotive dealership operating with over 30 years in the San Diego region.

18. The true names and capacities, whether individual, corporate, or otherwise, of the parties sued as DOES 1 through 50, are presently unknown, unascertainable, or uncertain, and are sued by such fictitious names under Code of Civil Procedure section 474. Upon information and belief, each of DOES 1 through 50 constitutes a legal employer or is otherwise legally responsible in some manner for the acts and omissions alleged herein. This Complaint may be amended to reflect their true names and capacities once ascertained.

19. Upon information and belief, Defendants in this action are employers, co-employers, joint employers, and/or part of an integrated employer enterprise, as each of the Defendants exercised control over the wages, hours, and working conditions of the employees, suffered and permitted them to work, and otherwise engaged them as employees under California law.

20. Upon information and belief, at least some of the Defendants have common ownership, common management, interrelationship of operations, and centralized control over labor relations and are therefore part of an integrated enterprise and thus jointly and severally responsible for the acts and omissions alleged herein, including pursuant to Labor Code sections 558, 558.1, and 1197.1.

21. Upon information and belief, Defendants acted in all respects pertinent to this action as an alter-ego, agent, servant, joint employer, joint venturer, co-conspirator, partner, in an integrated enterprise, or in some other capacity on behalf of all other co-defendants, such that the acts and omissions of each defendant may be legally attributable to all others.

GENERAL ALLEGATIONS

22. Plaintiff and the aggrieved employees worked for Defendants as non-exempt employees and were compensated on an hourly basis and on a piece-rate basis, along with other forms of compensation.

23. Defendants failed to pay Plaintiff and the aggrieved employees at the lawful minimum wage rate for all hours worked, resulting in unpaid minimum wages.

24. Specifically, Defendants maintained a practice of requiring Plaintiff and other aggrieved employees to clock out for unpaid meal breaks while continuing to perform work duties off-the-clock.

25. On numerous occasions, Plaintiff was required to cover for Lube Technicians during his lunch breaks, resulting in an excessive workload that prevented Plaintiff from taking his own meal period. Instead of permitting Plaintiff to remain on the clock during these times, Defendants required him to clock out, thereby failing to compensate him for all hours worked.

26. Plaintiff alleges, based on information and belief, that this off-the-clock violation was a matter of common policy and practice.

27. In addition, Defendants failed to pay Plaintiff and the aggrieved employees overtime wages and the lawful rate of pay for overtime hours worked, resulting in unpaid overtime wages.

28. Specifically, as a result of Defendants' unlawful practice of requiring Plaintiff and other aggrieved employees to clock out for unpaid meal breaks while continuing to perform work duties off-the-clock, Defendants failed to accurately record and account for all hours worked. Consequently, Defendants did not include these off-the-clock hours when calculating overtime compensation. To the extent these unpaid hours caused Plaintiff and the aggrieved employees to work in excess of eight hours in a workday or forty hours in a workweek, Defendants failed to pay all overtime wages due.

29. Additionally, Defendants failed to pay overtime at the "regular rate of pay." Specifically, Defendant paid Plaintiff piece rate wages and other forms of remuneration pay. Defendants failed to include these forms of compensation in their calculation of overtime rates.

30. Defendants also failed to comply with California's paid sick leave laws with respect to the aggrieved employees. Specifically, due to Defendants failing to accurately record and account for all hours worked, Plaintiff and the aggrieved employees were not accruing sick leave pay at the correct rate.

31. Further, Defendants failed to pay sick pay at the "regular rate of pay." In particular, Defendants paid Plaintiff piece rate wages and other forms of remuneration pay. Defendants failed to

include these forms of compensation in their calculation of sick pay rates.

32. As discussed in the preceding paragraphs, Defendants maintained an unlawful practice of requiring Plaintiff and the aggrieved employees to continue performing work duties while off-the-clock during their unpaid meal periods. In addition, due to chronic understaffing and an excessive workload, Plaintiff and the aggrieved employees were often unable to take timely meal periods and were instead required to take late or otherwise non-compliant meal breaks.

33. For each occasion on which Plaintiff and the aggrieved employees were denied a lawful, timely, and uninterrupted meal period, they were entitled to receive one additional hour of pay at their regular rate of compensation as a meal period premium, which Defendants failed to provide. In particular, Defendants paid Plaintiff piece rate wages and other forms of remuneration pay. Defendants failed to include these forms of compensation in their calculation of meal premiums owed to Plaintiff and other aggrieved employees.

34. Defendants also maintained an unlawful practice of discouraging Plaintiff and the aggrieved employees from taking full, uninterrupted rest periods. As a result of this practice, Plaintiff and other aggrieved employees were frequently unable to take compliant rest breaks as required by law.

35. For each occasion on which Plaintiff and the aggrieved employees were denied a lawful rest period, they were entitled to receive one additional hour of pay at their regular rate of compensation as a rest period premium, which Defendants failed to provide.

36. Additionally, Defendants failed to include piece rate wages and other forms of remuneration pay into the "regular rate of pay" used to calculate the rest break premiums owed to employees.

37. Additionally, according the Division of Labor Standards Enforcement Policies and Interpretation Manual, "[e]mployees compensated by a piece-rate compensation formula must be separately compensated for rest and recovery periods, which means payment of additional compensation separate from any piece rate compensation." This is "determined by dividing the total compensation for the work week, exclusive of compensation for rest and recovery periods and any premium compensation for overtime, by the total hours worked during the workweek, exclusive of

rest and recovery periods or the applicable minimum wage." Defendant instead paid rest breaks at the straight rate, and therefore Plaintiff and the aggrieved employees are owed these unpaid rest wages.

38. Because Defendants failed to pay all wages and premiums in each pay period in which such wages were earned at the lawful rate, Defendants violated Labor Code section 204. Defendants violated Labor Code sections 204 by failing to pay all wages and premiums owed on the regular pay days scheduled each pay period within seven calendar days of the close of the payroll period.

39. Further, Defendants failed to provide accurate itemized wage statements to the aggrieved employees each pay period. Defendants violated Labor Code section 226(a)(1) and (5) by not listing the correct "gross wages earned" or "net wages earned," as the employees earned wages and premiums that were not paid, resulting in an inaccurate reflection, and recording of "gross wages earned" on those wage statements. Likewise, in violation of Labor Code section 226(a)(9), Defendants failed to state on employee wage statements each pay period the applicable hourly rates in effect and the number of hours worked at that rate, as Defendants failed to pay all wages and premiums owed to employees. The amounts stated are instead depreciated and underpaid, resulting in an inaccurate reflection on the pay stub.

40. Additionally, according to Labor Code section 226, an employer that pays piece rate wages must include "the number of piece-rate units earned and any applicable piece rate" on the wage statements. Further, according to Labor Code Section 226.2, the itemized wage statement must include "[t]he total hours of compensable rest and recovery periods, the rate of compensation, and the gross wages paid for those periods during the pay period." Defendants failed to include these additional items on Plaintiff's wage statements.

41. Plaintiff and other aggrieved employees cannot promptly and easily determine from the wage statement alone the wages paid or earned without reference to other documents or information. Indeed, these wage statement violations are significant because they sow confusion among Plaintiff and other aggrieved employees with respect to what amounts were owed and paid, at what rates, the number of hours worked, and how those amounts were or should be calculated. The wage statements reflect a false statement of earnings and concealed the underlying problems and underpayments of employee wages.

42. Defendants required Plaintiff and the aggrieved employees to incur costs for work-related purposes without full reimbursement. In direct consequence of their job duties, Plaintiff and the aggrieved employees unavoidably and necessarily incurred these losses, expenditures, costs, and as a matter of policy and practice.

43. Specifically, Plaintiff and the aggrieved employees were required to provide their own tools because Defendants failed to supply the necessary tools and equipment needed to perform their job duties. According to IWC Wage Order 4, "[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage." Plaintiff's hourly rate was $24.00 per hour, which is not more than double the applicable minimum wage. Accordingly, Plaintiff and the aggrieved employees should have been reimbursed for the cost of all tools and equipment they were required to purchase.

44. Additionally, Plaintiff and the aggrieved employees were required to use the "Dayforce App" to clock in and out for work. There was no alternative method provided by Defendants for recording their hours worked, and therefore, Plaintiff and the aggrieved employees were required to install and maintain this application on their personal cell phones. As a result, Plaintiff and the aggrieved employees incurred necessary business-related expenses associated with the use of their personal cell phones and should have been reimbursed for those costs. Both of these practices resulted in unreimbursed employee expenses.

45. Because of the policies and practices set forth above, including the failure to accurately account for wages earned or hours worked, Defendants failed to accurately maintain records in accordance with Labor Code section 1174 and the IWC Wage Orders.

<u>FIRST CAUSE OF ACTION</u>

CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT

Violation of Labor Code §§ 2698 *et seq.*

(By Plaintiff on Behalf of the State and the Aggrieved Employees Against All Defendants)

46. All outside paragraphs of this Complaint are incorporated into this section.

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47. Plaintiff brings this cause of action as a proxy for the State of California on behalf of the following "aggrieved employees" pursuant to the Private Attorneys General Act ("PAGA"), codified as Labor Code section 2698 *et seq.*:

a. All current and former non-exempt employees who worked for Defendants in California at any time from one year prior to the postmark date of the initial PAGA notice through date of trial.

48. Plaintiff reserves the right to amend, supplement, or add to this description of the aggrieved employees, according to proof.

49. The State of California, via the Labor and Workforce Development Agency ("LWDA"), is the real party in interest in this action with respect to this cause of action. (*Kim v. Reins Int'l California, Inc.* (2020) 9 Cal. 5th 73, 81 [The "government entity on whose behalf the plaintiff files suit is always the real party in interest."])

50. Labor Code section 2699(a) provides: "Notwithstanding any other provision of law,, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of the employee and other current or former employees against whom a violation of the same provision was committed pursuant to the procedures specified in Section 2699.3. "

51. Any allegations regarding violations of the IWC Wage Orders are enforceable as violations of Labor Code section 1198, which states: "[t]he employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful."

52. Labor Code section 2699.3 sets forth the procedure for commencing an action for civil penalties under the PAGA.

53. On or about **December 18, 2025**, Plaintiff paid the requisite PAGA filing fee and provided written notice (by online electronic filing with the LWDA and by certified mail to Defendants) of Defendants' alleged Labor Code violations, including the facts and theories to support the alleged violations.

54. To date, neither Plaintiff nor Plaintiff's counsel has received a response to Plaintiff's written PAGA notice from the LWDA.

55. Within 33 calendar days of the postmark date of the notice sent by Plaintiff, neither Plaintiff nor Plaintiff's counsel has received written notice by certified mail from any defendant providing a description of any actions taken to cure the alleged violations.

56. Now that at least 65 days have passed from Plaintiff notifying Defendants of these violations, without notice of cure from Defendants or notice from the LWDA of its intent to investigate the alleged allegations and issue the appropriate citations to Defendants, Plaintiff exhausted all prerequisites and commenced this civil action under Labor Code section 2699 *et seq.*

57. As set forth in Plaintiff's written PAGA notice and this Complaint, Defendants committed the following violations and are liable for all corresponding civil penalties:

a. ***Unpaid Hours Worked/Minimum Wage.*** Violation of Labor Code §§ 1194, 1197, 1198; IWC Wage Orders.

b. ***Unpaid Overtime***. Violation of Labor Code §§ 510, 1194, 1198; IWC Wage Orders.

c. ***Unpaid Paid Sick Leave.*** Violation of Labor Code §§ 246 through 248.7.

d. ***Unpaid Meal Period Premium Wages.*** Violation of Labor Code §§ 226.7, 512, 1198; IWC Wage Orders.

e. ***Unpaid Rest Period Premium Wages.*** Violation of Labor Code §§ 226.7, 516, 1198; IWC Wage Orders.

f. ***Untimely Payment of Wages During Employment.*** Violation of Labor Code §§ 204, 204b, 210.

g. ***Non-Compliant Wage Statements/Piece-Rate.*** Violation of Labor Code §§ 226, 226.2, 226.3.

h. ***Unreimbursed Employee Expenses.*** Violation of Labor Code §§ 2802, 2804.

i. ***Failure to Maintain Accurate Records.*** Violation of Labor Code § 1174; IWC Wage Orders.

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58. Plaintiff seeks to collect all recoverable civil penalties for the Labor Code violations alleged in this Complaint and the PAGA notice (including amendments thereto) against Defendants pursuant to Labor Code section 2699(a) and (f), in addition to attorneys' fees, costs, and interest to the extent permitted by law, including under Labor Code section 2699(k).

PRAYER

Plaintiff prays for judgment as follows:

a. For recovery of damages in amount according to proof;

b. For all recoverable pre- and post-judgment interest;

c. For this action to be maintained as a representative action under the PAGA;

d. For Plaintiff and counsel of record to be provided with all enforcement capability as if the action were brought by the State of California or the California Division of Labor Enforcement;

e. For recovery of all civil penalties and other recoverable amounts under the PAGA;

f. For reasonable attorneys' fees and costs of suit, including expert fees, to the extent permitted by law, associated with the PAGA claims pursuant to Labor Code § 2699, and Code of Civil Procedure section 1021.5 and any other applicable sections; and

g. For such other relief the Court deems just and proper.

Dated: February 23, 2026

Ferraro Vega Employment Lawyers, Inc.

Nicholas J. Ferraro

Nicholas J. Ferraro
Attorneys for Plaintiff Juness Torres