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 Superior Court of California
 County of Los Angeles
 05/11/2026
 David W. Slayton, Executive Officer / Clerk of Court
 By: M. Strano Deputy

Attorneys for Plaintiff BRIANNA E. BROWNLEY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF LOS ANGELES

BRIANNA E. BROWNLEY, on behalf of
 herself and all others similarly situated, and
 the general public,

Plaintiff,

v.

JLR LOS ANGELES LLC, a Delaware limited
 liability company; JLR LOS ANGELES, a
 business entity of unknown form; US AUTO
 TRUST, LLC, a Delaware limited liability
 company; US AUTO TRUST, a business
 entity of unknown form; JAGUAR LAND
 ROVER LOS ANGELES, a business entity of
 unknown form; ASTON SAN DIEGO LLC, a
 Delaware limited liability company; ASTON
 NEWPORT BEACH LLC, a Delaware limited
 liability company; CADILLAC PASADENA
 LLC, a Delaware limited liability company;
 LOTUS OF SAN DIEGO, a business entity of
 unknown form; and DOES 1 through 50,
 inclusive,

Defendants.

Case No.: 26STCV07335

Amended As a Matter of Right Pursuant to
 Labor Code Section 2699.3(a)(2)(C)

**FIRST AMENDED CLASS AND
 REPRESENTATIVE ACTION COMPLAINT**

1. Failure to Provide Meal Periods (Lab. Code §§ 204, 223, 226.7, 512 and 1198);
2. Failure to Provide Rest Periods (Lab. Code §§ 204, 223, 226.7 and 1198);
3. Failure to Pay Hourly Wages and Overtime (Lab. Code §§ 223, 510, 1194, 1194.2, 1197, 1197.1 and 1198);
4. Failure to Pay Proper Sick Pay (Lab. Code § 246);
5. Failure to Provide Accurate Written Wage Statements (Lab. Code §§ 226(a));
6. Failure to Timely Pay All Final Wages (Lab. Code §§ 201, 202 and 203);
7. Failure to Indemnify (Lab. Code § 2802);
8. Unfair Competition (Bus. & Prof. Code §§ 17200 *et seq.*);
9. Civil Penalties (Lab. Code § 2698, *et seq.*)

JURY TRIAL DEMANDED

1 Plaintiff BRIANNA E. BROWNLEY (“Plaintiff”), on behalf of herself, all others similarly
2 situated, the State of California, and the general public, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this class and representative action against Defendants JLR LOS
5 ANGELES LLC, a Delaware limited liability company; JLR LOS ANGELES, a business entity of
6 unknown form; US AUTO TRUST, LLC, a Delaware limited liability company; US AUTO TRUST,
7 a business entity of unknown form; JAGUAR LAND ROVER LOS ANGELES, a business entity of
8 unknown form; ASTON SAN DIEGO LLC, a Delaware limited liability company; ASTON
9 NEWPORT BEACH LLC, a Delaware limited liability company; CADILLAC PASADENA LLC, a
10 Delaware limited liability company; LOTUS OF SAN DIEGO, a business entity of unknown form;
11 and DOES 1 through 50, inclusive, (collectively referred to as “Defendants”) for alleged violations
12 of the California Labor Code and California Business and Professions Code. As set forth below,
13 Plaintiff alleges that Defendants have:

- 14 a. failed to pay them overtime wages at the correct rate;
- 15 b. failed to pay them double time wages at the correct rate;
- 16 c. failed to pay them overtime and/or double time wages by failing to include all
17 applicable remuneration in calculating the regular rate of pay;
- 18 d. failed to provide them with meal periods;
- 19 e. failed to provide them with rest periods;
- 20 f. failed to pay them premium wages for missed meal and rest periods;
- 21 g. failed to pay them proper sick time pay;
- 22 h. failed to provide them with accurate written wage statements;
- 23 i. failed to reimburse them with necessary business expenditures;
- 24 j. failed to pay them all their final wages following separation of employment.

25 Based on these alleged Labor Code violations, Plaintiff now brings this class and
26 representative action to recover unpaid wages, liquidated damages, civil and statutory penalties,
27 restitution, and related relief on behalf of herself, the State of California, all others similarly situated,
28 and the general public.

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2. This Court has subject matter jurisdiction to hear this case because the monetary

3. Venue is proper in the County of Sacramento pursuant to Code of Civil Procedure

4. Venue is proper in Los Angeles County because Defendants have at all times alleged

PARTIES

5. Plaintiff BRIANNA E. BROWNLEY is, and at all relevant times mentioned herein,

6. Plaintiff is informed and believes, and thereupon alleges that Defendant JLR LOS

7. Plaintiff is informed and believes, and thereupon alleges that Defendant JLR LOS

8. Plaintiff is informed and believes, and thereupon alleges that Defendant US AUTO

9. Plaintiff is informed and believes, and thereupon alleges that Defendant US AUTO

10. Plaintiff is informed and believes, and thereupon alleges that Defendant JAGUAR

1 unknown form doing business in the State of California.

2 11. Plaintiff is informed and believes, and thereupon alleges that Defendant ASTON SAN
3 DIEGO LLC is, and at all relevant times mentioned herein, a Delaware limited liability company
4 doing business in the State of California.

5 12. Plaintiff is informed and believes, and thereupon alleges that Defendant ASTON
6 NEWPORT BEACH LLC is, and at all relevant times mentioned herein, a Delaware limited liability
7 company doing business in the State of California.

8 13. Plaintiff is informed and believes, and thereupon alleges that Defendant CADILLAC
9 PASADENA LLC is, and at all relevant times mentioned herein, a Delaware limited liability company
10 doing business in the State of California.

11 14. Plaintiff is informed and believes, and thereupon alleges that Defendant LOTUS OF
12 SAN DIEGO is, and at all relevant times mentioned herein, a business entity of unknown form doing
13 business in the State of California.

14 15. Plaintiff is ignorant of the true names and capacities of the defendants sued herein as
15 DOES 1 through 50, inclusive, and therefore sues these defendants by such fictitious names. Plaintiff
16 will amend this Complaint to allege the true names and capacities of the DOE defendants when
17 ascertained. Plaintiff is informed and believes, and thereupon alleges that each of the fictitiously
18 named defendants are responsible in some manner for the occurrences, acts and omissions alleged
19 herein and that Plaintiff's alleged damages were proximately caused by these defendants, and each of
20 them. Plaintiff will amend this complaint to allege both the true names and capacities of the DOE
21 defendants when ascertained.

22 16. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times
23 mentioned herein, some or all of the defendants were the representatives, agents, employees, partners,
24 directors, associates, joint venturers, joint employers, owners, principals or co-participants of some
25 or all of the other defendants, and in doing the things alleged herein, were acting within the course
26 and scope of such relationship and with the full knowledge, consent, and ratification by such other
27 defendants.

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1 17. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times
2 mentioned herein, some of the defendants pursued a common course of conduct, acted in concert and
3 conspired with one another, and aided and abetted one another to accomplish the occurrences, acts
4 and omissions alleged herein.

5 18. Plaintiff is informed and believes and thereon alleges that each Defendant acted in all
6 respects pertinent to this action as the agent of the other Defendants, that Defendants carried out a
7 joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of each
8 Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in all
9 respects as the employers or joint employers of Employees. Defendants, and each of them, exercised
10 control over the wages, hours or working conditions of Employees, or suffered or permitted
11 Employees to work, or engaged, thereby creating a common law employment relationship, with
12 Employees. Therefore, Defendants, and each of them, employed or jointly employed Employees.

13 19. This action has been brought and may be maintained as a class action pursuant to Code
14 of Civil Procedure section 382 because there is a well-defined community of interest among the
15 persons who comprise the readily ascertainable classes defined below and because Plaintiff is
16 unaware of any difficulties likely to be encountered in managing this case as a class action.

17 20. **Relevant Time Period:** The relevant time period is defined as the time period
18 beginning four years prior to the filing of this action until judgment is entered.

- 19 a. **Hourly Employee Class:** All persons employed by Defendants, collectively or
20 separately, and/or any staffing agencies and/or any other third parties in hourly or
21 non-exempt positions in California four years prior to the filing of this action and
ending on the date that final judgment is entered in this action (“Hourly Employee
Class”).
- 22 b. **Meal Period Sub-Class:** All **Hourly Employee Class** members who worked in
23 a shift in excess of five hours during the four years prior to the filing of this action
and ending on the date that final judgment is entered in this action.
- 24 c. **Rest Period Sub-Class:** All **Hourly Employee Class** members who worked a
25 shift of at least three and one-half (3.5) hours the four years prior to the filing of
this action and ending on the date that final judgment is entered in this action.
- 26 d. **Waiting Time Penalties Sub-Class:** All **Hourly Employee Class** members who
27 separated from their employment with Defendants during the period beginning
28 three years before the filing of this action and ending when final judgment is
entered.

- 1 e. **Sick-Pay Class**: All persons employed by Defendants in California who, at any
2 time from four years prior to the filing of this action and ending on the date that
3 final judgment is entered in this action, worked for more than 30 days for
4 Defendants, and were not paid for at least one hour of sick time for every 30 hours
5 of work thereafter, or at least 3 days of sick time for every 12-month period of
6 employment.
- 7 f. **Wage Statement Class**: All persons employed by Defendants in California during
8 the period beginning one year before the filing of this action and ending when final
9 judgment is entered.
- 10 g. **Expense Reimbursement Class**: All persons employed by Defendants in
11 California who incurred business expenses during the **Relevant Time Period**.
- 12 h. **UCL Class**: All **Hourly Employee Class** and **Expense Reimbursement Class**
13 members employed by Defendants in California during the four years prior to the
14 filing of this action and ending on the date that final judgment is entered in this
15 action.

16 21. **Reservation of Rights**: Pursuant to Rule of Court 3.765(b), Plaintiff reserves the right
17 to amend or modify the class definitions with greater specificity, by further division into sub-classes
18 and/or by limitation to particular issues.

19 22. **Numerosity**: The class members are so numerous that the individual joinder of each
20 individual class member is impractical. While Plaintiff does not currently know the exact number of
21 class members, Plaintiff is informed and believes, and thereupon alleges that the actual number
22 exceeds the minimum required for numerosity under California law.

23 23. **Commonality and Predominance**: Common questions of law and fact exist as to all
24 class members and predominate over any questions which affect only individual class members.
25 These common questions include, but are not limited to:

- 26 a. Whether Defendants maintained a policy or practice of failing to provide
27 employees with their rest periods;
- 28 b. Whether Defendants maintained a policy or practice of failing to provide
employees with their meal periods;
- c. Whether Defendants failed to pay premium wages to class members when they
have not been provided with meal and rest periods at the appropriate rates of pay;
- d. Whether Defendants failed to pay minimum and/or overtime wages to class
members for all time worked;

- e. Whether Defendants failed to pay proper sick time pay;
- f. Whether Defendants failed to provide class members with accurate written wage statements as a result of providing them with written wage statements with inaccurate entries for, among other things, amounts of gross and net wages, and total hours worked;
- g. Whether Defendants applied policies or practices that result in late and/or incomplete final wage payments;
- h. Whether Defendants failed to reimburse class members for all necessary business expenses incurred during the discharge of their duties;
- i. Whether Defendants are liable to class members for waiting time penalties under Labor Code section 203; and
- j. Whether class members are entitled to restitution of money or property that Defendants may have acquired from them through unfair competition;

24. **Typicality:** Plaintiff's claims are typical of the other class members' claims. Plaintiff is informed and believes, and thereupon alleges that Defendants have a policy or practice of failing to comply with the California Labor Code and Business and Professions Code as alleged in this Complaint.

25. **Adequacy of Class Representative:** Plaintiff is an adequate class representative and has no interests that are adverse to, or otherwise conflict with, the interests of absent class members and is dedicated to vigorously prosecuting this action on their behalf. Plaintiff will fairly and adequately represent and protect the interests of the other class members.

26. **Adequacy of Class Counsel:** Plaintiff's counsel are adequate class counsel in that they have no known conflicts of interest with Plaintiff or absent class members, are experienced in wage and hour class action litigation, and are dedicated to vigorously prosecuting this action on behalf of Plaintiff and absent class members.

27. **Superiority:** A class action is vastly superior to other available means for fair and efficient adjudication of the class members' claims and would be beneficial to the parties and the Court. Class action treatment will allow a number of similarly situated persons to simultaneously and

1 efficiently prosecute their common claims in a single forum without the unnecessary duplication of
2 effort and expense that numerous individual actions would entail. In addition, the monetary amounts
3 due to many individual class members are likely to be relatively small and would thus make it
4 difficult, if not impossible, for individual class members to both seek and obtain relief. Moreover, a
5 class action will serve an important public interest by permitting class members to effectively pursue
6 the recovery of monies owed to them. Further, a class action will prevent the potential for inconsistent
7 or contradictory judgments inherent in individual litigation.

8 **GENERAL ALLEGATIONS**

9 28. Plaintiff worked for Defendants as a non-exempt employee during the relevant and
10 statutory periods.

11 29. Defendants had a common policy and practice of systemically failing to pay Plaintiff
12 and Class Members proper wages and overtime for all hours worked, at the proper rates of pay. First,
13 Plaintiff and Class Members were also consistently required to perform work, off-the-clock, for which
14 they were not paid wages. Specifically, Plaintiff and Class Members were systemically required to
15 communicate with clients and auto body shops on the phone, take photos of vehicles for vehicle
16 surrenders, communicate on Teams, and have calls with management, off the clock, for which no
17 wages were paid. Moreover, Plaintiff and Class Members were required to undergo Covid-19 checks,
18 which consisted of answering a questionnaire, off-the-clock prior to starting work, for which no wages
19 were paid. Moreover, due to the excessive workload, Plaintiff and Class Members had to complete
20 their work after their shifts had ended, off-the-clock, and this time was uncompensated. Lastly,
21 Plaintiff and Class Members' meal periods were interrupted, and no wages were paid for the work
22 done on their meal periods, including having monitor their cellular phones for work-related purposes,
23 for which no wages were paid. The forgoing and uncompensated working time was under the
24 direction and control of Defendants, for which no wages were paid.

25 30. This uncompensated time caused Plaintiff and Class Members to work in excess of
26 eight (8), ten (10) and/or twelve (12) hours a day and/or forty (40) hours a week, entitling Plaintiff
27 and Class Members to minimum and overtime wages, which they were systemically denied.

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1 31. Defendants also failed to pay Plaintiff and Class Members overtime wages at the
2 proper and applicable regular rates of pay. Specifically, Plaintiff and Class Members earned
3 commissions, spiff pay, as well as performance-based non-discretionary bonuses in addition to their
4 hourly pay. However, these supplemental earnings were not accounted for when determining Plaintiff
5 and Class Members' regular rates of pay, and respective and proper overtime rates of pay.

6 32. Defendants had a common policy and practice of systemically denying Plaintiff and
7 Class Members the opportunity to take first and second meal periods in compliance with the
8 California Law. Specifically, due to understaffing and heavy workloads, Plaintiff and Class Members
9 were denied the opportunity to take timely meal periods prior to the completion of their fifth hour of
10 work. Furthermore, Plaintiff and Class Members were not relieved of all work duties during unpaid
11 meal periods and were required to keep working during meal breaks, including having monitor their
12 cellular phones for work-related purposes. Lastly, Plaintiff and Class Members were denied the
13 opportunity to take second meal periods altogether.

14 33. Plaintiff and Class Members were not provided with meal periods of at least thirty (30)
15 minutes for each five (5) hour work period due to (1) Defendants' policy of not scheduling each meal
16 period as part of each work shift; (2) no formal written meal policy that encouraged employees to
17 take their meal periods, or that advised Class Members of their meal and rest period rights; and (3)
18 Defendants' practice of requiring putative class members to continue working through their meal and
19 rest periods due to the excessive workload.

20 34. Defendants had a common policy and practice of systemically denying Plaintiff and
21 Class Members the opportunity to take first and second rest periods in compliance with the California
22 Law. Plaintiff and Class Members were not provided with rest periods of at least ten (10) minutes for
23 each four (4) hour work period, or major fraction thereof, due to (1) Defendants' policy of not
24 scheduling each rest period as part of each work shift, including second rest breaks for shifts of six
25 (6) hours or more; (2) no formal compliant written rest period policy that encouraged employees to
26 take their rest periods, or that properly advised Plaintiff and Class Members of their rest period rights;
27 and (3) Defendants' policy and practice of requiring putative class members to continue working
28 through their rest breaks due to the excessive workload, including having monitor their cellular

1 phones for work-related purposes.

2 35. Furthermore, Defendants failed to pay Plaintiff and Class Members premium pay
3 wages at their appropriate regular rates of pay for each meal and rest period denied.

4 36. Plaintiff and Class Members were not provided with accurate wage statements as
5 mandated by law pursuant to Labor Code section 226. Specifically, Defendants failed to issue wage
6 statements as “a detachable part of the check, draft, or voucher paying the employee’s wages, or
7 separately if wages are paid by personal check or cash, an accurate itemized statement in writing.”
8 Additionally, the wage statements issued to Plaintiff and Class Members were not recorded in “ink
9 or other indelible form.”

10 37. Defendants failed to comply with Labor Code section 226(a)(1) as “gross wages
11 earned” were not accurately reflected in that: all hours worked, including overtime, were not included.

12 38. Defendants failed to comply with Labor Code section 226(a)(2) as “total hours worked
13 by the employee” were not accurately reflected in that: all hours worked, including overtime, were
14 not included.

15 39. Defendants failed to comply with Labor Code section 226(a)(5) as “net wages earned”
16 were not accurately reflected in that: all hours worked, including overtime, were not included.

17 40. Defendants failed to comply with Labor Code section 226(a)(9) as “all applicable
18 hourly rates in effect during the pay period and the corresponding number of hours worked at each
19 hourly rate by the employee” were not accurately reflected in that: all hours worked, including
20 overtime, were not included.

21 41. Furthermore, Defendants failed to provide Plaintiff and Class Members with paper pay
22 stubs as required by Labor Code § 226, applicable Wage Orders, and DLSE Opinion Letters.
23 Plaintiff’s and Class Members’ wage statement were only provided in electronic format in violation
24 of Labor Code § 226.

25 42. Plaintiff and Class Members were not reimbursed for business expenses incurred in
26 executing their duties under Defendant’s employ. Specifically, Plaintiff and Class Members were
27 required to pay the costs of maintaining and cleaning their personal cellphones, protective gear, and
28 mandatory navy-colored suits which were all necessary to complete their duties under Defendants’

1 employ. Plaintiff and Class members were not reimbursed for these necessary work-related expenses.

2 43. Finally, Defendants had a common policy and practice of systemically failing to pay
3 Plaintiff and Class Members the requisite sick time pay in accordance with California Law.
4 Specifically, Plaintiff and Class Members earned commissions, spiff pay, as well as performance-
5 based non-discretionary bonuses in addition to their hourly pay. However, these supplemental
6 earnings were not accounted for when determining Plaintiff and Class Members' regular rates of pay,
7 and respective and proper sick rates of pay.

8 **FIRST CAUSE OF ACTION**

9 **FAILURE TO PROVIDE MEAL PERIODS**

10 **(Lab. Code §§ 226.7, 512, 1174, and 1198)**

11 **(Plaintiff and Meal Period Sub-Class)**

12 44. Plaintiff incorporates by reference the preceding paragraphs of the Complaint as if
13 fully alleged herein.

14 45. At all relevant times, Plaintiff and the **Meal Period Sub-Class** members have been
15 non-exempt employees of Defendant entitled to the full meal period protections of both the Labor
16 Code and the applicable Industrial Welfare Commission Wage Order.

17 46. Labor Code section 512 and Section 11 of the applicable Industrial Welfare
18 Commission Wage Order impose an affirmative obligation on employers to provide non-exempt
19 employees with uninterrupted, duty-free meal periods of at least thirty minutes for each work period
20 of five hours, and to provide them with two uninterrupted, duty-free meal periods of at least thirty
21 minutes for each work period of ten hours.

22 47. Labor Code section 226.7 and Section 11 of the applicable Industrial Welfare
23 Commission Wage Order ("Wage Order") both prohibit employers from requiring employees to work
24 during required meal periods and require employers to pay non-exempt employees an hour of
25 premium wages on each workday that the employee is not provided with the required meal period.

26 48. Compensation for missed meal periods constitutes wages within the meaning of Labor
27 Code section 200.

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1 49. Labor Code section 1198 makes it unlawful to employ a person under conditions that
2 violate the applicable Wage Order.

3 50. Section 11 of the applicable Wage Order states:

4 No employer shall employ any person for a work period of more than
5 five (5) hours without a meal period of not less than 30 minutes, except
6 that when a work period of not more than six (6) hours will complete
7 the day's work the meal period may be waived by mutual consent of
8 the employer and employee. Unless the employee is relieved of all duty
9 during a 30 minute meal period, the meal period shall be considered an
10 'on duty' meal period and counted as time worked. An 'on duty' meal
11 period shall be permitted only when the nature of the work prevents an
12 employee from being relieved of all duty and when by written
13 agreement between the parties an on-the-job paid meal period is agreed
14 to. The written agreement shall state that the employee may, in writing,
15 revoke the agreement at any time.

16 51. At all relevant times, Plaintiff was not subject to a valid on-duty meal period
17 agreement. Plaintiff is informed and believes that, at all relevant times, **Meal Period Sub-Class**
18 members were not subject to valid on-duty meal period agreements with Defendants.

19 52. Plaintiff alleges that, at all relevant times during the applicable limitations period,
20 Defendants maintained a policy or practice of not providing Plaintiff and members of the **Meal Period**
21 **Sub-Class** members with uninterrupted, duty-free first and second meal periods for at least thirty (30)
22 minutes for each five (5) hour work period, as required by Labor Code section 512 and the applicable
23 Wage Order. Specifically, due to understaffing and heavy workloads, Plaintiff and **Meal Period Sub-**
24 **Class** members were denied the opportunity to take timely meal periods prior to the completion of
25 their fifth hour of work. Furthermore, Plaintiff and **Meal Period Sub-Class** members were not
26 relieved of all work duties during unpaid meal periods and were required to keep working during
27 meal breaks, including having monitor their cellular phones for work-related purposes. Lastly,
28 Plaintiff and **Meal Period Sub-Class** members were denied the opportunity to take second meal
periods altogether.

53. Plaintiff alleges that, at all relevant times during the applicable limitations period,
Defendants maintained a policy or practice of failing to pay premium wages to **Meal Period Sub-**
Class members when they worked five (5) hours without clocking out for any meal period.

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1 54. Plaintiff alleges that, at all relevant times during the applicable limitations period,
2 Defendants maintained a policy or practice of not providing Plaintiff and members of the **Meal Period**
3 **Sub-Class** with a second meal period when they worked shifts of ten (10) or more hours and failed
4 to pay them premium wages as required by Labor Code 512 and the applicable Wage Order.

5 55. Moreover, Defendants written policies fail to inform Meal period Class Members of
6 their meal period rights under the Labor Code and applicable Wage Orders.

7 56. At all relevant times, Defendants failed to pay Plaintiff and the **Meal Period Sub-**
8 **Class** members additional premium wages, and/or were not paid premium wages at the employees'
9 regular rates of pay when required meal periods were not provided.

10 57. Pursuant to Labor Code section 204, 218.6, 226.7 and 512, Plaintiff, on behalf of
11 herself and the **Meal Period Sub-Class** members, seeks to recover unpaid premium wages, interest
12 thereon, and costs of suit.

13 58. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the
14 substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of herself and the
15 **Meal Period Sub-Class** members, seeks to recover reasonable attorneys' fees.

16 **SECOND CAUSE OF ACTION**

17 **FAILURE TO PROVIDE REST PERIODS**

18 **(Lab. Code §§ 204, 223, 226.7 and 1198)**

19 **(Plaintiff and Rest Period Sub-Class)**

20 59. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
21 herein.

22 60. At all relevant times, Plaintiff and the **Rest Period Sub-Class** members have been
23 non-exempt employees of Defendants entitled to the full rest period protections of both the Labor
24 Code and the applicable Wage Order.

25 61. Section 12 of the applicable Wage Order imposes an affirmative obligation on
26 employers to permit and authorize employees to take required rest periods at a rate of no less than ten
27 (10) minutes of net rest time for each four (4) hour work period, or major fraction thereof, that must
28 be in the middle of each work period insofar as practicable.

1 62. Labor Code section 226.7 and Section 12 of the applicable Wage Order both prohibit
2 employers from requiring employees to work during required rest periods and require employers to
3 pay non-exempt employees an hour of premium wages at the employees' regular rates of pay, on each
4 workday that the employee is not provided with the required rest period(s).

5 63. Compensation for missed rest periods constitutes wages within the meaning of Labor
6 Code section 200.

7 64. Labor Code section 1198 makes it unlawful to employ a person under conditions that
8 violate the Wage Order.

9 65. Plaintiff alleges that, at all relevant times during the applicable limitations period,
10 Defendants maintained a policy or practice of not providing members of the **Rest Period Sub-Class**
11 with net rest period of at least ten (10) uninterrupted minutes for each four (4) hour work period, or
12 major fraction thereof, as required by the applicable Wage Order.

13 66. Plaintiff and **Rest Period Sub-Class** members were not provided with rest periods of
14 at least ten (10) minutes for each four (4) hour work period, or major fraction thereof, due to (1)
15 Defendants' policy of not scheduling each rest period as part of each work shift, including second
16 rest breaks for shifts of six (6) hours or more; (2) no formal compliant written rest period policy that
17 encouraged employees to take their rest periods, or that properly advised Plaintiff and **Rest Period**
18 **Sub-Class** members of their rest period rights; and (3) Defendants' policy and practice of requiring
19 putative class members to continue working through their rest breaks due to the excessive workload,
20 including having monitor their cellular phones for work-related purposes.

21 67. At all relevant times, Defendants failed to pay Plaintiff and the **Rest Period Sub-Class**
22 members additional premium wages when required rest periods were not provided.

23 68. Pursuant to Labor Code section 204, 218.6 and 226.7, Plaintiff, on behalf of herself
24 and **Rest Period Sub-Class** members, seeks to recover unpaid premium wages, interest thereon, and
25 costs of suit.

26 69. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the
27 substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of herself and **Rest**
28 **Period Sub-Class** members, seeks to recover reasonable attorneys' fees.

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1 78. Labor Code section 1198 makes it unlawful for employers to employ employees under
2 conditions that violate the applicable Wage Order.

3 79. Labor Code section 204 requires employers to pay non-exempt employees their earned
4 wages for the normal work period at least twice during each calendar month on days the employer
5 designates in advance and to pay non-exempt employees their earned wages for labor performed in
6 excess of the normal work period by no later than the next regular payday.

7 80. Labor Code section 223 makes it unlawful for employers to pay their employees lower
8 wages than required by contract or statute while purporting to pay them legal wages.

9 81. Labor Code section 510 and Section 3 of the applicable Wage Order require employees
10 to pay non-exempt employees overtime wages of no less than one and one-half (1.5) times their
11 respective regular rates of pay for all hours worked in excess of eight (8) hours in one workday, all
12 hours worked in excess of forty (40) hours in one workweek, and/or for the first eight (8) hours
13 worked on the seventh consecutive day of one workweek.

14 82. Labor Code section 510 and Section 3 of the applicable Wage Order also require
15 employers to pay non-exempt employees overtime wages of no less than two (2) times their respective
16 regular rates of pay for all hours worked in excess of twelve (12) hours in one workday and for all
17 hours worked in excess of eight (8) hours on a seventh consecutive workday during the workweek.

18 83. Plaintiff is informed and believes that, at all relevant times, Defendants have applied
19 centrally devised policies and practices to him and **Hourly Employee Class** members with respect to
20 working conditions and compensation arrangements.

21 84. At all relevant times, Defendants failed to pay hourly wages to Plaintiff and **Hourly**
22 **Employee Class** members for all time worked, including but not limited to, overtime hours at
23 statutory and/or agreed rates.

24 85. Plaintiff and **Hourly Employee Class** members were not paid proper wages and
25 overtime for all hours worked, at the proper rates of pay. First, Plaintiff and **Hourly Employee Class**
26 members were also consistently required to perform work, off-the-clock, for which they were not paid
27 wages. Specifically, Plaintiff and **Hourly Employee Class** members were systemically required to
28 communicate with clients and auto body shops on the phone, take photos of vehicles for vehicle

1 surrenders, communicate on Teams, and have calls with management, off the clock, for which no
2 wages were paid. Moreover, Plaintiff and **Hourly Employee Class** members were required to
3 undergo Covid-19 checks, which consisted of answering a questionnaire, off-the-clock prior to
4 starting work, for which no wages were paid. Moreover, due to the excessive workload, Plaintiff and
5 **Hourly Employee Class** members had to complete their work after their shifts had ended, off-the-
6 clock, and this time was uncompensated. Lastly, Plaintiff and **Hourly Employee Class** members'
7 meal periods were interrupted, and no wages were paid for the work done on their meal periods,
8 including having monitor their cellular phones for work-related purposes, for which no wages were
9 paid. The forgoing and uncompensated working time was under the direction and control of
10 Defendants, for which no wages were paid.

11 86. Plaintiff and **Hourly Employee Class** members were consistently required to perform
12 work, off-the-clock for which they were not paid wages. Specifically, Plaintiff and **Hourly Employee**
13 **Class** members were systemically required to attend weekly training sessions, for which no wages
14 were paid. This uncompensated time caused Plaintiff and **Hourly Employee Class** members to work
15 in excess of eight (8), ten (10), and twelve (12) hours a day and/or forty (40) hours a week, entitling
16 Plaintiff and **Hourly Employee Class** members to minimum and overtime wages, which they were
17 systemically denied.

18 87. Defendants also failed to Plaintiff and **Hourly Employee Class** members overtime
19 wages at the proper and applicable regular rates of pay. Specifically, Plaintiff and **Hourly Employee**
20 **Class** members earned commissions, spiff pay, as well as performance-based non-discretionary
21 bonuses in addition to their hourly pay. However, these supplemental earnings were not accounted
22 for when determining Plaintiff and **Hourly Employee Class** members' regular rates of pay, and
23 respective and proper overtime rates of pay.

24 88. As a result of Defendants' unlawful conduct, Plaintiff and **Hourly Employee Class**
25 members have suffered damages in an amount, subject to proof, to the extent they were not paid the
26 full amount of wages earned during each pay period during the applicable limitations period,
27 including overtime wages.

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89. Pursuant to Labor Code sections 204, 218.6, 223, 510, 1194 and 1194.2, Plaintiff, on behalf of herself and **Hourly Employee Class** members, seeks to recover unpaid straight time and overtime wages, interest thereon and costs of suit.

90. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of herself and **Hourly Employee Class** members, seeks to recover reasonable attorneys' fees.

FOURTH CAUSE OF ACTION

FAILURE TO PAY PROPER SICK PAY

(Lab. Code § 246)

(Plaintiff and Sick Pay Class)

91. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

92. Labor Code Section 246 affords an employee “who works in California for 30 or more days within a year from the commencement of employment [] paid sick days . . . of not less than one hour per every 30 hours worked” and “no less than 24 hours of accrued sick leave or paid time off by the 120th calendar day of employment or each calendar year, or in each 12-month period.”

93. Additionally, Subsection (1) of Section 246 provides:

For the purposes of this section, an employer shall calculate paid sick leave using any of the following calculations:

(1) Paid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek.

94. Defendants had a common policy and practice of systemically failing to pay Plaintiff and **Sick Pay Class** Members the requisite sick time pay in accordance with California Law. Specifically, Plaintiff and **Sick Pay Class** Members worked for Defendants for more than 30 days, but were not paid at least one hour of sick pay for every 30 hours of work, or at least 3 days of sick time for every 12 month period of work. Additionally, the sick pay paid to Plaintiff and **Sick Pay**

1 **Class** Members did not account for the shift differential pay as well as performance-based non-
2 discretionary bonuses, which were never factored into the rate upon which sick pay was accrued and
3 paid.

4 95. Therefore, **Sick Pay Class** Members are owed the unpaid balance of said wages
5 pursuant to the Wage order according to proof at trial, interest pursuant to Labor Code §§ 218.6 and
6 1194(a), Civil Code §§ 3287 and § 3289, and reasonable attorneys' fees and costs and/or penalties
7 pursuant to Labor Code § 558(a).

8 **SIXTH CAUSE OF ACTION**

9 **FAILURE TO PAY VACATION WAGES**

10 **(Lab. Code § 227.3)**

11 **(Plaintiff and Vacation Pay Class)**

12 96. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

13 97. California Labor Code section 227.3 provides:

14 Unless otherwise provided by a collective-bargaining agreement,
15 whenever a contract of employment or employer policy provides for
16 paid vacations, and an employee is terminated without having taken off
17 his vested vacation time, all vested vacation shall be paid to him as
18 wages at his final rate in accordance with such contract of employment
19 or employer policy respecting eligibility or time served; provided,
however, that an employment contract or employer policy shall not
provide for forfeiture of vested vacation time upon termination. The
Labor Commissioner or a designated representative, in the resolution
of any dispute with regard to vested vacation time, shall apply the
principles of equity and fairness.

20 98. At all relevant times during the applicable limitations period, Plaintiff and members
21 of the **Vacation Pay Class** accrued vacation time, and/or paid time off, during their employment
22 with Defendants.

23 99. However, Defendants implemented a common policy and practice of failing to pay
24 Plaintiff and **Vacation Pay Class** members for all accrued vacation wages upon separation of
25 employment, in violation of Labor Code 227.3.

26 100. By reason of the above, Plaintiff and the members of the **Vacation Pay Class** are
27 entitled to restitution for all unpaid amounts due and owing to within four (4) years of the date of
28 the filing of the original Complaint until the date of entry of judgment.

101. Plaintiff, on behalf of herself and the members of the **Vacation Pay Class**, seeks interest thereon pursuant to California Labor Code section 218.6, costs pursuant to California Labor Code section 218.6, and reasonable attorneys' fees pursuant to California Code of Civil Procedure section 1021.5.

FIFTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE WRITTEN WAGE STATEMENTS

(Lab. Code § 226)

(Plaintiff and Wage Statement Penalties Sub-Class)

102. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged herein.

103. Labor Code section 226(a) states:

An employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee and, beginning July 1, 2013, if the employer is a temporary services employer as defined in Section 201.3, the rate of pay and the total hours worked for each temporary services assignment. The deductions made from payment of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement and the record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California. For purposes of this subdivision, 'copy' includes a duplicate of the itemized statement provided to an employee or a computer-generated record that accurately shows all of the information required by this subdivision.

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1 104. The Division of Labor Standards Enforcement (“DLSE”) has sought to harmonize the
2 “detachable part of the check” provision and the “accurate itemized statement in writing” provision
3 of Labor Code section 226(a) by allowing for electronic wage statements so long as each employee
4 retains the right to elect to receive a written paper stub or record and that those who are provided with
5 electronic wage statements retain the ability to easily access the information and convert the electronic
6 statements into hard copies at no expense to the employee. (DLSE Opinion Letter July 6, 2006).

7 105. Plaintiff is informed and believes that, at all relevant times during the applicable
8 limitations period, Defendants have failed to provide Plaintiff and **Wage Statement Class** members
9 with written wage statements as described above. Additionally, the wage statements issued to class
10 members failed to account for the unpaid minimum wages, overtime, and premium pay wages
11 described above.

12 106. Furthermore, Defendants failed to provide Plaintiff and **Wage Statement Class**
13 Members with paper pay stubs as required by Labor Code § 226, applicable Wage Orders, and DLSE
14 Opinion Letters. Plaintiff’s and **Wage Statement Class** members’ wage statements were only
15 provided in electronic format in violation of Labor Code § 226.

16 107. Defendants failed to comply with Labor Code section 226(a)(8) as the wage statements
17 issues to Plaintiff and **Wage Statement Class** Members failed to state “the name and address of the
18 legal entity that is the employer.”

19 108. Plaintiff is informed and believes that Defendants’ failure to provide Plaintiff and
20 **Wage Statement Class** members with accurate written wage statements was intentional in that
21 Defendants have the ability to provide them with accurate wage statements but have intentionally
22 provided them with written wage statements that Defendants have known do not comply with Labor
23 Code section 226(a).

24 109. Plaintiff and **Wage Statement Class** members have suffered injuries, in that
25 Defendants have violated their legal rights to receive accurate wage statements and have misled them
26 about their actual rates of pay and wages earned. In addition, inaccurate information on their wage
27 statements has prevented immediate challenges to Defendants’ unlawful pay practices, has required
28 discovery and mathematical computations to determine the amount of wages owed, has caused

1 difficulty and expense in attempting to reconstruct time and pay records, and/or has led to the
2 submission of inaccurate information about wages and deductions to federal and state government
3 agencies.

4 110. Pursuant to Labor Code section 226(e), Plaintiff, on behalf of herself and **Wage**
5 **Statement Class** members, seeks the greater of actual damages or \$50.00 for the initial pay period in
6 which a violation of Labor Code section 226(a) occurred, and \$100.00 for each subsequent pay period
7 in which a violation of Labor Code section 226(a) occurred, not to exceed an aggregate penalty of
8 \$4000.00 per class member, as well as awards of reasonable attorneys' fees and costs.

9 **SIXTH CAUSE OF ACTION**

10 **FAILURE TO TIMELY PAY ALL FINAL WAGES**

11 **(Lab. Code §§ 201-203)**

12 **(Plaintiff and Waiting Time Penalties Sub-Class)**

13 111. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
14 herein.

15 112. At all relevant times, Plaintiff and **Waiting Time Penalties Sub-Class** members have
16 been entitled, upon the end of their employment with Defendants, to timely payment of all wages
17 earned and unpaid before termination or resignation.

18 113. At all relevant times, pursuant to Labor Code section 201, employees who have been
19 discharged have been entitled to payment of all final wages immediately upon termination.

20 114. At all relevant times, pursuant to Labor Code section 202, employees who have
21 resigned after giving at least seventy-two (72) hours' notice of resignation have been entitled to
22 payment of all final wages at the time of resignation.

23 115. Plaintiff is informed and believes that, at all relevant times during the applicable
24 limitations period, Defendants have failed to timely pay **Waiting Time Penalties Sub-Class**
25 members all their final wages in accordance with the Labor Code.

26 116. Plaintiff is informed and believes that, at all relevant times during the applicable
27 limitations period, Defendants have maintained a policy or practice of paying **Waiting Time**
28 **Penalties Sub-Class** members their final wages without regard to the requirements of Labor Code

1 sections 201 or 202 by failing to timely pay them all final wages.

2 117. Plaintiff is informed and believes, and thereupon alleges that Defendants' failure to
3 timely pay all final wages to him and **Waiting Time Penalties Sub-Class** members has been willful
4 in that Defendants have the ability to pay final wages in accordance with Labor Code sections 201
5 and/or 202 but have intentionally adopted policies or practices that are incompatible with those
6 requirements.

7 118. Pursuant to Labor Code sections 203 and 218.6, Plaintiff, on behalf of herself and
8 **Waiting Time Penalties Sub-Class** members, seeks waiting time penalties from the dates that their
9 final wages have first become due until paid, up to a maximum of thirty days, and interest thereon.

10 119. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine
11 and/or the common fund doctrine, Plaintiff, on behalf of herself and **Waiting Time Penalties Sub-**
12 **Class** members, seeks awards of reasonable attorneys' fees and costs.

13 **SEVENTH CAUSE OF ACTION**

14 **FAILURE TO INDEMNIFY**

15 **(Lab. Code § 2802)**

16 **(Plaintiff and Reimbursement Class)**

17 120. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
18 herein.

19 121. Labor Code section 2802(a) states:

20 An employer shall indemnify his or her employee for all necessary
21 expenditures or losses incurred by the employee in direct consequence
22 of the discharge of his or her duties, or of his or her obedience to the
23 directions of the employer, even though unlawful, unless the employee,
24 at the time of obeying the directions, believed them to be unlawful.

25 122. Plaintiff and **Expense Reimbursement Class** members were not reimbursed for
26 business expenses incurred in executing their duties under Defendant's employ. Specifically, Plaintiff
27 and **Expense Reimbursement Class** members were required to pay the costs of maintaining and
28 cleaning their personal cellphones, protective gear, and mandatory navy-colored suits which were all
necessary to complete their duties under Defendants' employ. Plaintiff and **Expense Reimbursement**
Class members were not reimbursed for these necessary work-related expenses.

123. Accordingly, Plaintiff and **Expense Reimbursement Class** members are entitled to restitution for all unpaid amounts due and owing to within four (4) years of the date of the filing of the Complaint and until the date of entry of judgment.

124. Plaintiff, on behalf of herself, and **Expense Reimbursement Class** members, seeks interest thereon and costs pursuant to Labor Code section 218.6, and reasonable attorneys' fees and costs pursuant to Code of Civil Procedure section 1021.5.

EIGHTH CAUSE OF ACTION

UNFAIR COMPETITION

(Bus. & Prof. Code §§ 17200 *et seq.*)

(Plaintiff and UCL Class)

125. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged herein.

126. Business and Professions Code section 17200 defines “unfair competition” to include any unlawful business practice.

127. Business and Professions Code sections 17203-17204 allow a person who has lost money or property as a result of unfair competition to bring a class action in accordance with Code of Civil Procedure section 382 to recover money or property that may have been acquired from similarly situated persons by means of unfair competition.

128. California law requires employers to pay hourly, non-exempt employees for all hours they are permitted or suffered to work, including hours that the employer knows or reasonable should know that employees have worked.

129. Plaintiff and the **UCL Class** members re-allege and incorporate the FIRST, SECOND, THIRD, FOURTH, AND SEVENTH causes of action herein.

130. Plaintiff lost money or property as a result of the aforementioned unfair competition.

131. Defendants have or may have acquired money by means of unfair competition.

132. Plaintiff is informed and believes, and thereupon alleges that by committing the Labor Code violations described in this Complaint, Defendants violated Labor Code sections 215, 216, 225, 226.6, 226.7, 246, 354, 408, 512, 510, 553, 1175, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and

1 2802 as well as applicable Wage Orders, which make it a misdemeanor to commit the violations
2 alleged herein.

3 133. Defendants have committed criminal conduct through their policies and practices of,
4 *inter alia*, failing to comport with their affirmative obligations as an employer to: provide non-exempt
5 employees with compliant meal and rest periods; pay for all hours worked at the proper rates of pay;
6 proper sick time pay; and reimbursement for necessary business expenditures.

7 134. Defendants' unlawful conduct as alleged in this Complaint amounts to and constitutes
8 unfair competition within the meaning of Business and Professions Code section 17200 *et seq.*
9 Business and Professions Code section 17200 *et seq.* protects against unfair competition and allows
10 a person who has suffered an injury-in-fact and has lost money or property as a result of an unfair,
11 unlawful or fraudulent business practice to seek restitution on his own behalf and on behalf of
12 similarly situated persons in a class action proceeding.

13 135. As a result of Defendants' violations of the Labor Code during the applicable
14 limitations period, Plaintiff has suffered an injury-in-fact and has lost money or property in the form
15 of earned wages. Specifically, Plaintiff has lost money or property as a result of Defendants' conduct.

16 136. Plaintiff is informed and believes that other similarly situated persons have been
17 subject to the same unlawful policies or practices of Defendants.

18 137. Due to the unfair and unlawful business practices in violation of the Labor Code,
19 Defendants have gained a competitive advantage over other comparable companies doing business in
20 the State of California that comply with their legal obligations.

21 138. California's Unfair Competition Law ("UCL") permits civil recovery and injunctive
22 relief for "any unlawful, unfair or fraudulent business act or practice," including if a practice or act
23 violates or is considered unlawful under any other state or federal law.

24 139. Accordingly, pursuant to Business and Professions Code sections 17200 and 17203,
25 Plaintiff requests the issuance of temporary, preliminary and permanent injunctive relief enjoining
26 Defendants, and each of them, and their agents and employees, from further violations of the Labor
27 Code and applicable Wage Orders.

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1 140. Accordingly, pursuant to Bus. & Prof. Code sections 17200 and 17203, Plaintiff
2 requests the issuance of temporary, preliminary and permanent injunctive relief enjoining
3 Defendants, and each of them, and their agents and employees, from further violations of the Labor
4 Code and applicable Industrial Welfare Commission Wage Orders; and upon a final hearing seeks
5 an order permanently enjoining Defendants, and each of them, and their respective agents and
6 employees, from further violations of the Labor Code and applicable Industrial Welfare Commission
7 Wage Orders.

8 141. Pursuant to Business and Professions Code section 17203, Plaintiff, on behalf of
9 herself and **UCL Class** members, seeks declaratory relief and restitution of all monies rightfully
10 belonging to them that Defendants did not pay them or otherwise retained by means of its unlawful
11 and unfair business practices.

12 142. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine
13 and/or the common fund doctrine, Plaintiff and **UCL Class** members are entitled to recover
14 reasonable attorneys' fees in connection with their unfair competition claims.

15 143. Pursuant to Business and Professions Code section 17203, Plaintiff, on behalf of
16 herself and **UCL Class** members, seeks declaratory relief and restitution of all monies rightfully
17 belonging to them that Defendants did not pay them or otherwise retained by means of its unlawful
18 and unfair business practices.

19 144. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine
20 and/or the common fund doctrine, Plaintiff and **UCL Class** members are entitled to recover
21 reasonable attorneys' fees in connection with their unfair competition claims.

22 **NINTH CAUSE OF ACTION**

23 **CIVIL PENALTIES**

24 **(Lab. Code §§ 2698, *et seq.*)**

25 145. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

26 146. During the applicable limitations period, Defendants have violated Labor Code §§
27 204, 210, 212, 213, 226, 226.3, 226.7, 226.8, 246, 510, 512, 515, 558, 558.1, 1174, 1174.5, 1182.12,
28 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.*, and 2802.

1 147. Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on behalf of herself
2 and other current and former employees, to bring a representative civil action to recover civil penalties
3 pursuant to the procedures set forth in Labor Code § 2699.3 that may, but need not, be brought or
4 maintained as a class action pursuant to Code of Civil Procedure section 382.

5 148. Plaintiff, a former employee against whom Defendants committed one or more of the
6 alleged Labor Code violations during the applicable limitations period, is an aggrieved employee
7 within the meaning of Labor Code § 2699(c). Plaintiff was employed by Defendants as a non-exempt
8 hourly employee in California. Aggrieved Employees include all non-exempt hourly employees of
9 Defendants within the state of California from one year prior to the date of this letter and continuing
10 through the present (Plaintiff and Aggrieved Employees are collectively referred to herein as
11 “Aggrieved Employees.”)

12 149. Plaintiff has complied with the procedures for bringing suit specified in Labor Code §
13 2699.3. Notice was provided to the California Labor & Workforce Development Agency (“LWDA”)
14 and 65 days have elapsed without the LWDA providing Plaintiff with any notice of an intent to
15 investigate.

16 150. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff seeks the following civil
17 penalties for Defendants’ violations of Labor Code §§ 204, 212, 213, 223, 226.7, 226(a), 226.8, 246,
18 510, 512, 1174, 1194, 1194.2, 1197, 1197.1, 1198, and 2802:

- 19 i. For violations of Labor Code §§ 201, 202, 203, 213, 212, 226.7, 246 1174,
20 1194, 1198 and 2802, one hundred dollars (\$100) for each employee per pay
21 period for each initial violation and two hundred dollars (\$200) for each
22 employee per pay period for each subsequent violation (penalties set by Labor
23 Code § 2699(f)(2));
- 24 ii. For violations of Labor Code § 203, a penalty in an amount not exceeding thirty
25 (30) days’ pay as waiting time (penalties set by Labor Code § 256);
- 26 iii. For violations of Labor Code § 204, one hundred dollars (\$100) for each
27 employee for each initial violation that was neither willful nor intentional, two
28 hundred dollars (\$200) for each employee, plus 25% of the amount unlawfully

1 withheld from each employee, for each initial violation that was either willful
2 or intentional, and two hundred dollars (\$200) for each employee, plus twenty-
3 five percent (25%) of the amount unlawfully withheld from each employee,
4 for each subsequent violation, regardless of whether the subsequent violation
5 was either willful or intentional (penalties set by Labor Code § 210);

6 iv. For violations of Labor Code § 223, one hundred dollars (\$100) for each
7 employee for each initial violation that was neither willful nor intentional, two
8 hundred dollars (\$200) for each employee, plus twenty-five percent (25%) of
9 the amount unlawfully withheld from each employee, for each initial violation
10 that was either willful or intentional, and two hundred dollars (\$200) for each
11 employee, plus twenty-five percent (25%) of the amount unlawfully withheld
12 from each employee, for each subsequent violation, regardless of whether the
13 subsequent violation was either willful or intentional (penalties set by Labor
14 Code § 225.5);

15 v. For violations of Labor Code § 226(a), if this action is deemed to be an initial
16 citation, two hundred and fifty dollars (\$250) for each employee for each
17 violation. Alternatively, if an initial citation or its equivalent occurred before
18 the filing of this action, one thousand dollars (\$1,000) for each employee for
19 each violation (penalties set by Labor Code § 226.3);

20 vi. For violation of Labor Code §§ 510 and 512, fifty dollars (\$50) for each
21 employee for each initial pay period for which the employee was underpaid,
22 and one hundred dollars (\$100) for each employee for each subsequent pay
23 period for which the employee was underpaid (penalties set by Labor Code §
24 558);

25 vii. For violations of Labor Code § 1197, one hundred dollars (\$100) for each
26 aggrieved employee for each initial violation of Labor Code § 1197 that was
27 intentional and two hundred and fifty dollars (\$250) for each aggrieved
28 employee per pay period for each subsequent violation of Labor Code § 1197,

1 regardless of whether the initial violation was intentional (penalties set by
2 Labor Code § 1197.1);

3 viii. Pursuant to Labor Code § 2699(g), Plaintiff seeks an award of reasonable
4 attorneys' fees and costs in connection with Plaintiff's claims for civil
5 penalties.

6 **PRAYER FOR RELIEF**

7 WHEREFORE, Plaintiff, on behalf of herself, the State of California, all others similarly
8 situated, and the general public, prays for relief and judgment against Defendants as follows:

- 9 a. An order that the action be certified as a class action;
10 b. An order that Plaintiff be appointed class representative;
11 c. An order that counsel for Plaintiff be appointed class counsel;
12 d. Unpaid wages and overtime;
13 e. Actual damages;
14 f. Liquidated damages;
15 g. Unreimbursed expenses;
16 h. Restitution;
17 i. Declaratory relief;
18 j. Pre-judgment interest;
19 k. Civil penalties;
20 l. Statutory penalties;
21 m. Costs of suit;
22 n. Reasonable attorneys' fees; and
23 o. Such other relief as the Court deems just and proper.

24 Dated: May 11, 2026

D.LAW, INC.

25 

26 David Keledjian
27 Svetlana Hovhannisyan
28 Attorneys for Plaintiff
BRIANNA E. BROWNLEY, and the putative
class

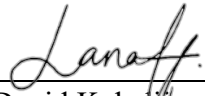
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DEMAND FOR JURY TRIAL

Plaintiff, on behalf of herself, all other similarly situated, and the general public, hereby demands a jury trial on all issues so triable.

Dated: May 11, 2026

D.LAW, INC.



David Keledjian
Svetlana Hovhannisyan
Attorneys for Plaintiff
BRIANNA E. BROWNLEY, and the putative
class

1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

3 I, the undersigned, am over the age of 18 years and not a party to this action. My business
4 address is 250 N Madison Avenue, 2nd Floor, Pasadena, California 91101, which is located in Los Angeles County, where the service herein occurred.

5 On the date of execution hereof, I caused to be served the following attached document/s:

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

7 on the interested parties in this action, addressed as follows:

8 Agents For Defendants JLR Los Angeles LLC, JLR Los Angeles, US Auto Trust, LLC, US
9 Auto Trust, Jaguar Land Rover Los Angeles, Aston San Diego LLC, Aston Newport Beach
10 LLC, Cadillac Pasadena LLC, And Cadillac Pasadena LLC:

11 **JLR LOS ANGELES LLC**

12 John Montijo, Agent CT Corporation System
330 N. Brand Blvd, Suite 700
Glendale, CA 91203

13 **JLR LOS ANGELES**

14 Edward Glazer, Agent for Service
10250 Constellation Blvd., Suite 3050
Los Angeles, CA 90067

15 **US AUTO TRUST, LLC**

16 John Montijo, Agent CT Corporation System
330 N. Brand Blvd, Suite 700
Glendale, CA 91203

17 **US AUTO TRUST**

18 Edward Glazer, Agent for Service
10250 Constellation Blvd., Suite 3050
Los Angeles, CA 90067

19 **JAGUAR LAND ROVER LOS ANGELES**

20 Edward Glazer, Agent for Service
10250 Constellation Blvd., Suite 3050
Los Angeles, CA 90067

21 **ASTON SAN DIEGO LLC**

22 John Montijo, Agent CT Corporation System
330 N. Brand Blvd, Suite 700
Glendale, CA 91203

23 **ASTON NEWPORT BEACH LLC**

24 John Montijo, Agent CT Corporation System
330 N. Brand Blvd, Suite 700
Glendale, CA 91203

CADILLAC PASADENA LLC
John Montijo, Agent CT Corporation System
330 N. Brand Blvd, Suite 700
Glendale, CA 91203

LOTUS OF SAN DIEGO
Edward Glazer, Agent for Service
10250 Constellation Blvd., Suite 3050
Los Angeles, CA 90067

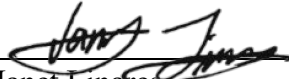
using the following service method(s):

 VIA ELECTRONIC MAIL: Service by electronic mail to parties who have already appeared in this post-January 1, 2019 proceeding was made pursuant to the procedures specified in California Code of Civil Procedure § 1010.6(b). The electronic mail was sent to electronic service address(es) that has/have been previously confirmed by email.

 X **VIA MAIL:** I caused the document(s) to be served to be deposited at: 250 N Madison Avenue, 2nd Floor, Pasadena, California 91101, which is a mailbox or other like facility regularly maintained by the United States Postal Service, in a sealed envelope, with postage paid, addressed to the person(s) on whom the document(s) is/are to be served, at the office address as last given by that/those person(s), otherwise at that/those person(s)' place(s) of residence. I am aware that on motion of any party served, service is presumed invalid if the postal cancellation date or postage meter date is more than one (1) day after the date of deposit for mailing stated herein.

I declare under penalty of perjury under the laws of the United States of America and the State of California that the foregoing is true and correct.

Executed on **May 11, 2026**, at Pasadena, California.



Janet Linares

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES Branch Name: Spring Street Courthouse Mailing Address: 312 North Spring Street City, State and Zip Code: Los Angeles CA 90012	
SHORT TITLE: BRIANNA E. BROWNLEY, ON BEHALF OF HERSELF AND ALL OTHERS SIMILARLY SITUATED vs JLR LOS ANGELES LLC, A DELAWARE LIMITED LIABILITY COMPANY, et al.	CASE NUMBER: 26STCV07335
NOTICE OF CONFIRMATION OF ELECTRONIC FILING	

The Electronic Filing described by the below summary data was reviewed and accepted by the Superior Court of California, County of LOS ANGELES. In order to process the filing, the fee shown was assessed.

Electronic Filing Summary Data

Electronically Submitted By: Legal Connect
 Reference Number: 15293681_2026_05_11_16_22_43_542_1
 Submission Number: 26LA01002383
 Court Received Date: 05/11/2026
 Court Received Time: 4:31 pm
 Case Number: 26STCV07335
 Case Title: BRIANNA E. BROWNLEY, ON BEHALF OF HERSELF AND ALL OTHERS SIMILARLY SITUATED vs JLR LOS ANGELES LLC, A DELAWARE LIMITED LIABILITY COMPANY, et al.
 Location: Spring Street Courthouse
 Case Type: Civil Unlimited
 Case Category: Other Employment Complaint Case
 Jurisdictional Amount: Over \$35,000
 Notice Generated Date: 05/12/2026
 Notice Generated Time: 12:34 pm

<u>Documents Electronically Filed/Received</u>	<u>Status</u>
Amended Complaint	Accepted

Comments

Submitter's Comments: DO NOT ADVANCE ANY COMPLEX FEES OR FIRST APPEARANCE FEE FOR ANY PARTIES.

Clerk's Comments:

Electronic Filing Service Provider Information

Service Provider: Legal Connect
 Contact: Legal Connect
 Phone: (800) 909-6859