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FILED
 Superior Court of California
 County of Los Angeles
06/11/2026

David W. Slayton, Executive Officer / Clerk of Court

By: S. Drew Deputy

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

ADRIAN GONZALEZ, on behalf of himself
 and all others similarly situated, and the
 general public,

Plaintiff,

v.

LUSTIG CERRITOS JLR LLC, a Delaware
 Limited Liability Company; LUSTIG
 AUTOMOTIVE, a business entity of unknown
 form; and DOES 1 through 50, inclusive,

Defendants.

Case No.: 26STCV11328

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 Vacation Wages (Lab. Code § 227.3);
5. Failure to Pay Proper Sick Pay (Lab. Code § 246);
6. Failure to Provide Accurate Written Wage Statements (Lab. Code §§ 226(a));
7. Failure to Timely Pay All Final Wages (Lab. Code §§ 201, 202 and 203);
8. Failure to Indemnify (Lab. Code § 2802);
9. Unfair Competition (Bus. & Prof. Code §§ 17200 *et seq.*); and
10. Civil Penalties (Lab. Code § 2698, *et seq.*)

JURY TRIAL DEMANDED

1 Plaintiff ADRIAN GONZALEZ (“Plaintiff”), on behalf of himself, 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 LUSTIG
5 CERRITOS JLR LLC, a Delaware Limited Liability Company; LUSTIG AUTOMOTIVE, a business
6 entity of unknown form; and DOES 1 through 50, inclusive, (collectively referred to as “Defendants”)
7 for alleged violations of the California Labor Code and California Business and Professions Code.
8 As set forth below, Plaintiff alleges that Defendants have:

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

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

25 **JURISDICTION AND VENUE**

26 2. This Court has subject matter jurisdiction to hear this case because the monetary
27 damages and restitution sought by Plaintiff from Defendants’ conduct exceeds the minimal
28 jurisdiction of the Superior Court of the State of California.

1 ///

2 3. Venue is proper in the County of Los Angeles pursuant to Code of Civil Procedure
3 sections 395(a) and 395.5 in that liability arose this county because at least some of the transactions
4 that are the subject matter of this Complaint occurred therein and/or each defendant is found,
5 maintains offices, transacts business and/or has an agent therein.

6 4. Venue is proper in Los Angeles County because Defendants' have at all times alleged
7 herein, conducted business in Los Angeles County, and throughout California. As such, venue is
8 proper in any county in California.

9 **PARTIES**

10 5. Plaintiff ADRIAN GONZALEZ is, and at all relevant times mentioned herein, an
11 individual residing in the State of California.

12 6. Plaintiff is informed and believes, and thereupon alleges that Defendant LUSTIG
13 CERRITOS JLR LLC, is, and at all relevant times mentioned herein, a Delaware Limited Liability
14 Company doing business in the State of California.

15 7. Plaintiff is informed and believes, and thereupon alleges that Defendant LUSTIG
16 AUTOMOTIVE, is, and at all relevant times mentioned herein, a business entity of unknown form
17 doing business in the State of California.

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

26 9. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times
27 mentioned herein, some or all of the defendants were the representatives, agents, employees, partners,
28 directors, associates, joint venturers, joint employers, owners, principals or co-participants of some

1 or all of the other defendants, and in doing the things alleged herein, were acting within the course
2 and scope of such relationship and with the full knowledge, consent, and ratification by such other
3 defendants.

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

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

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

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

- 22 a. **Hourly Employee Class:** All persons employed by Defendants, collectively or
23 separately, and/or any staffing agencies and/or any other third parties in hourly or
24 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”).
- 25 b. **Meal Period Sub-Class:** All **Hourly Employee Class** members who worked in
26 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.
- 27 c. **Rest Period Sub-Class:** All **Hourly Employee Class** members who worked a
28 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.

- 1 d. **Waiting Time Penalties Sub-Class:** All **Hourly Employee Class** members who
2 separated from their employment with Defendants during the period beginning
3 three years before the filing of this action and ending when final judgment is
4 entered.
- 5 e. **Vacation Pay Class:** All persons employed by Defendants in California who
6 earned paid vacation time and/or paid time off without receiving compensation for
7 all vested paid vacation time during the **Relevant Time Period**.
- 8 f. **Sick-Pay Class:** All persons employed by Defendants in California who, at any
9 time from four years prior to the filing of this action and ending on the date that
10 final judgment is entered in this action, worked for more than 30 days for
11 Defendants, and were not paid for at least one hour of sick time for every 30 hours
12 of work thereafter, or at least 3 days of sick time for every 12-month period of
13 employment.
- 14 g. **Wage Statement Class:** All persons employed by Defendants in California during
15 the period beginning one year before the filing of this action and ending when final
16 judgment is entered.
- 17 h. **Expense Reimbursement Class:** All persons employed by Defendants in
18 California who incurred business expenses during the **Relevant Time Period**.
- 19 i. **UCL Class:** All **Hourly Employee Class** and **Expense Reimbursement Class**
20 members employed by Defendants in California during the four years prior to the
21 filing of this action and ending on the date that final judgment is entered in this
22 action.

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

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

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

- 25 a. Whether Defendants maintained a policy or practice of failing to provide
26 employees with their rest periods;
- 27 b. Whether Defendants maintained a policy or practice of failing to provide
28 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 vacation wages;
- f. Whether Defendants failed to pay proper sick time pay;
- g. 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;
- h. Whether Defendants applied policies or practices that result in late and/or incomplete final wage payments;
- i. Whether Defendants failed to reimburse class members for all necessary business expenses incurred during the discharge of their duties;
- j. Whether Defendants are liable to class members for waiting time penalties under Labor Code section 203; and
- k. Whether class members are entitled to restitution of money or property that Defendants may have acquired from them through unfair competition;

17. **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.

18. **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.

19. **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

1 wage and hour class action litigation, and are dedicated to vigorously prosecuting this action on behalf
2 of Plaintiff and absent class members.

3 20. **Superiority:** A class action is vastly superior to other available means for fair and
4 efficient adjudication of the class members' claims and would be beneficial to the parties and the
5 Court. Class action treatment will allow a number of similarly situated persons to simultaneously and
6 efficiently prosecute their common claims in a single forum without the unnecessary duplication of
7 effort and expense that numerous individual actions would entail. In addition, the monetary amounts
8 due to many individual class members are likely to be relatively small and would thus make it
9 difficult, if not impossible, for individual class members to both seek and obtain relief. Moreover, a
10 class action will serve an important public interest by permitting class members to effectively pursue
11 the recovery of monies owed to them. Further, a class action will prevent the potential for inconsistent
12 or contradictory judgments inherent in individual litigation.

13 **GENERAL ALLEGATIONS**

14 21. Plaintiff worked for Defendants as a non-exempt employee during the relevant and
15 statutory periods.

16 22. Defendants had a common policy and practice of systemically failing to pay Plaintiff
17 and Class Members proper wages and overtime for all hours worked, at the proper rates of pay. As
18 part of this policy, Defendants required Plaintiff and Class Members to perform work off-the-clock
19 without compensation. Specifically, prior to clocking in, Plaintiff and Class Members were required
20 to wait for work computers to boot up before they could begin recording their time, a process that
21 routinely took up to approximately 20 minutes per shift. After clocking out, Plaintiff and Class
22 Members were required to complete additional work, including shutting down their computers, before
23 leaving for the day. Additionally, Plaintiff and Class Members were regularly required to perform
24 work-related tasks during unpaid meal periods, which were systemically denied. This uncompensated
25 work was performed under Defendants' direction and control, for which no wages were paid.

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

1 24. 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 25. Defendants had a common policy and practice of systemically denying Plaintiff and
7 Class Members the opportunity to take meal periods in compliance with the California Law.
8 Specifically, Plaintiff and Class Members were routinely interrupted during their meal breaks
9 approximately 5 times per week, when such meal periods were taken. Additionally, due to
10 understaffing and heavy workloads, Plaintiff and Class Members were denied the opportunity to take
11 timely meal periods prior to the completion of their fifth hour of work. Furthermore, Plaintiff and
12 Class Members were not relieved of all work duties during unpaid meal periods and were required to
13 keep working during meal breaks.

14 26. 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 27. Defendants had a common policy and practice of systemically denying Plaintiff and
21 Class Members the opportunity to take rest periods in compliance with the California Law. Plaintiff
22 and Class Members were not provided with rest periods of at least ten (10) minutes for each four (4)
23 hour work period, or major fraction thereof, due to (1) Defendants' policy of not scheduling each rest
24 period as part of each work shift, including second rest breaks for shifts of six (6) hours or more; (2)
25 no formal compliant written rest period policy that encouraged employees to take their rest periods,
26 or that properly advised Plaintiff and Class Members of their rest period rights; and (3) Defendants'
27 policy and practice of requiring putative class members to continue working through their rest breaks
28 due to the excessive workload.

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

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

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

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

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

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

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

24 35. Plaintiff and Class Members were not reimbursed for business expenses incurred in
25 executing their duties under Defendant’s employ. Specifically, Plaintiff and Class Members were
26 required to purchase their own power tools like impact wrenches, rachets, sockets, air hammers,
27 power drills, drill bit tool, torque wrenches, pry bars, magnetics, etc., all necessary to perform, their
28 duties under Defendants’ employ. Additionally, Plaintiff and Class Members were required to use

1 their personal cell phones for work related purposes such as clocking in or out for a shift,
2 texting/calling supervisors, and texting/calling co-workers for approximately 2 hours per day.
3 Plaintiff and Class members were not reimbursed for these necessary work-related expenses.

4 36. Defendants also had a common policy and practice of systemically failing to pay
5 Plaintiff and Class Members the requisite and accrued vacation time pay in accordance with
6 California Law. Specifically, Plaintiff and Class Members accrued vested vacation time and/or paid
7 time off. However, Defendants failed to pay all accrued vacation time and/or paid time off owed to
8 Plaintiff and Class Members upon their separation from employment.

9 37. Finally, Defendants had a common policy and practice of systemically failing to pay
10 Plaintiff and Class Members the requisite sick time pay in accordance with California Law.
11 Specifically, Plaintiff and Class Members worked for Defendants for more than 30 days, but were not
12 paid at least one hour of sick pay for every 30 hours of work, or at least 3 days of sick time for every
13 12 month period of work.

14 **FIRST CAUSE OF ACTION**

15 **FAILURE TO PROVIDE MEAL PERIODS**

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

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

18 38. Plaintiff incorporates by reference the preceding paragraphs of the Complaint as if
19 fully alleged herein.

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

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

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1 41. Labor Code section 226.7 and Section 11 of the applicable Industrial Welfare
2 Commission Wage Order (“Wage Order”) both prohibit employers from requiring employees to work
3 during required meal periods and require employers to pay non-exempt employees an hour of
4 premium wages on each workday that the employee is not provided with the required meal period.

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

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

9 44. Section 11 of the applicable Wage Order states:

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

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

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

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47. 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.

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

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

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

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

52. 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 himself and the **Meal Period Sub-Class** members, seeks to recover reasonable attorneys' fees.

SECOND CAUSE OF ACTION

FAILURE TO PROVIDE REST PERIODS

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

(Plaintiff and Rest Period Sub-Class)

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

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

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

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

9 57. Compensation for missed rest periods constitutes wages within the meaning of Labor
10 Code section 200.

11 58. Labor Code section 1198 makes it unlawful to employ a person under conditions that
12 violate the Wage Order.

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

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

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

27 62. Pursuant to Labor Code section 204, 218.6 and 226.7, Plaintiff, on behalf of himself
28 and **Rest Period Sub-Class** members, seeks to recover unpaid premium wages, interest thereon, and

1 costs of suit.

2 63. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the
3 substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of himself and **Rest**
4 **Period Sub-Class** members, seeks to recover reasonable attorneys' fees.

5 **THIRD CAUSE OF ACTION**

6 **FAILURE TO PAY HOURLY AND OVERTIME WAGES**

7 **(Lab. Code §§ 223, 510, 1194, 1197 and 1198)**

8 **(Plaintiff and Hourly Employee Class)**

9 64. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
10 herein.

11 65. At all relevant times, Plaintiff and **Hourly Employee Class** members are or have been
12 non-exempt employees of Defendants entitled to the full protections of the Labor Code and the
13 applicable Wage Order.

14 66. Section 2 of the applicable Wage Order defines "hours worked" as "the time during
15 which an employee is subject to the control of the employer, and includes all the time the employee
16 is suffered or permitted to work, whether or not required to do so."

17 67. Section 4 of the applicable Wage Order requires an employer to pay non-exempt
18 employees at least the minimum wage set forth therein for all hours worked, which consist of all hours
19 that an employer has actual or constructive knowledge that employees are working.

20 68. Labor Code section 1194 invalidates any agreement between an employer and an
21 employee to work for less than the minimum or overtime wage required under the applicable Wage
22 Order.

23 69. Labor Code section 1194.2 entitles non-exempt employees to recover liquidated
24 damages in amounts equal to the amounts of unpaid minimum wages and interest thereon in addition
25 to the underlying unpaid minimum wages and interest thereon.

26 70. Labor Code section 1197 makes it unlawful for an employer to pay an employee less
27 than the minimum wage required under the applicable Wage Order for all hours worked during a
28 payroll period.

1 71. Labor Code section 1197.1 provides that it is unlawful for any employer or any other
2 person acting either individually or as an officer, agent or employee of another person, to pay an
3 employee, or cause an employee to be paid, less than the applicable minimum wage.

4 72. Labor Code section 1198 makes it unlawful for employers to employ employees under
5 conditions that violate the applicable Wage Order.

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

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

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

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

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

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

27 79. Plaintiff and **Hourly Employee Class** members were not paid proper wages and
28 overtime for all hours worked, at the proper rates of pay. Plaintiff and **Hourly Employee Class**

1 members were consistently required to perform work, off-the-clock for which they were not paid
2 wages. As part of this policy, Defendants required Plaintiff and **Hourly Employee Class** Members
3 to perform work off-the-clock without compensation. Specifically, prior to clocking in, Plaintiff and
4 **Hourly Employee Class** Members were required to wait for work computers to boot up before they
5 could begin recording their time, a process that routinely took up to approximately 20 minutes per
6 shift. After clocking out, Plaintiff and **Hourly Employee Class** Members were required to complete
7 additional work, including shutting down their computers, before leaving for the day. Additionally,
8 Plaintiff and **Hourly Employee Class** Members were regularly required to perform work-related
9 tasks during unpaid meal periods, which were systemically denied. This uncompensated work was
10 performed under Defendants' direction and control, for which no wages were paid.

11 80. This uncompensated time caused Plaintiff and **Hourly Employee Class** members to
12 work in excess of eight (8), ten (10), and twelve (12) hours a day and/or forty (40) hours a week,
13 entitling Plaintiff and **Hourly Employee Class** members to minimum and overtime wages, which
14 they were systemically denied.

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

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

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

28 ///

84. 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 himself and **Hourly Employee Class** members, seeks to recover reasonable attorneys' fees.

FOURTH CAUSE OF ACTION

FAILURE TO PAY VACATION WAGES

(Lab. Code § 227.3)

(Plaintiff and Vacation Pay Class)

85. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

86. California Labor Code section 227.3 provides:

Unless otherwise provided by a collective-bargaining agreement, whenever a contract of employment or employer policy provides for paid vacations, and an employee is terminated without having taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in accordance with such contract of employment 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.

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

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

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

90. Plaintiff, on behalf of himself 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 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 (l) 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 Class** Members did not account for the shift differential pay as well as performance-based non-discretionary bonuses, which were never factored into the rate upon which sick pay was accrued and paid.

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

pursuant to Labor Code § 558(a).

SIXTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE WRITTEN WAGE STATEMENTS

(Lab. Code § 226)

(Plaintiff and Wage Statement Penalties Sub-Class)

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

97. 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.

98. The Division of Labor Standards Enforcement ("DLSE") has sought to harmonize the "detachable part of the check" provision and the "accurate itemized statement in writing" provision of Labor Code section 226(a) by allowing for electronic wage statements so long as each employee retains the right to elect to receive a written paper stub or record and that those who are provided with

1 electronic wage statements retain the ability to easily access the information and convert the electronic
2 statements into hard copies at no expense to the employee. (DLSE Opinion Letter July 6, 2006).

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

8 100. Furthermore, Defendants failed to provide Plaintiff and **Wage Statement Class**
9 Members with paper pay stubs as required by Labor Code § 226, applicable Wage Orders, and DLSE
10 Opinion Letters. Plaintiff's and **Wage Statement Class** members' wage statements were only
11 provided in electronic format in violation of Labor Code § 226.

12 101. Defendants failed to comply with Labor Code section 226(a)(8) as the wage statements
13 issues to Plaintiff and **Wage Statement Class** Members failed to state "the name and address of the
14 legal entity that is the employer."

15 102. Plaintiff is informed and believes that Defendants' failure to provide Plaintiff and
16 **Wage Statement Class** members with accurate written wage statements was intentional in that
17 Defendants have the ability to provide them with accurate wage statements but have intentionally
18 provided them with written wage statements that Defendants have known do not comply with Labor
19 Code section 226(a).

20 103. Plaintiff and **Wage Statement Class** members have suffered injuries, in that
21 Defendants have violated their legal rights to receive accurate wage statements and have misled them
22 about their actual rates of pay and wages earned. In addition, inaccurate information on their wage
23 statements has prevented immediate challenges to Defendants' unlawful pay practices, has required
24 discovery and mathematical computations to determine the amount of wages owed, has caused
25 difficulty and expense in attempting to reconstruct time and pay records, and/or has led to the
26 submission of inaccurate information about wages and deductions to federal and state government
27 agencies.

28 ///

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

SEVENTH CAUSE OF ACTION

FAILURE TO TIMELY PAY ALL FINAL WAGES

(Lab. Code §§ 201-203)

(Plaintiff and Waiting Time Penalties Sub-Class)

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

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

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

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

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

110. Plaintiff is informed and believes that, at all relevant times during the applicable limitations period, Defendants have maintained a policy or practice of paying **Waiting Time Penalties Sub-Class** members their final wages without regard to the requirements of Labor Code sections 201 or 202 by failing to timely pay them all final wages.

111. Plaintiff is informed and believes, and thereupon alleges that Defendants' failure to timely pay all final wages to him and **Waiting Time Penalties Sub-Class** members has been willful

1 in that Defendants have the ability to pay final wages in accordance with Labor Code sections 201
2 and/or 202 but have intentionally adopted policies or practices that are incompatible with those
3 requirements.

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

7 113. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine
8 and/or the common fund doctrine, Plaintiff, on behalf of himself and **Waiting Time Penalties Sub-**
9 **Class** members, seeks awards of reasonable attorneys' fees and costs.

10 **EIGHTH CAUSE OF ACTION**

11 **FAILURE TO INDEMNIFY**

12 **(Lab. Code § 2802)**

13 **(Plaintiff and Reimbursement Class)**

14 114. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
15 herein.

16 115. Labor Code section 2802(a) states:

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

22 116. Plaintiff and **Expense Reimbursement Class** Members were not reimbursed for
23 business expenses incurred in executing their duties under Defendant's employ. Specifically, Plaintiff
24 and **Expense Reimbursement Class** Members were required to purchase their own power tools like
25 impact wrenches, rachets, sockets, air hammers, power drills, drill bit tool, torque wrenches, pry bars,
26 magnetics, etc., all necessary to perform, their duties under Defendants' employ. Additionally,
27 Plaintiff and **Expense Reimbursement Class** Members were required to use their personal cell
28 phones for work related purposes such as clocking in or out for a shift, texting/calling supervisors,
and texting/calling co-workers for approximately 2 hours per day. Plaintiff and **Expense**
Reimbursement Class Members were not reimbursed for these necessary work-related expenses.

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

4 118. Plaintiff, on behalf of himself, and **Expense Reimbursement Class** Members, seeks
5 interest thereon and costs pursuant to Labor Code section 218.6, and reasonable attorneys' fees and
6 costs pursuant to Code of Civil Procedure section 1021.5.

7 **NINTH CAUSE OF ACTION**

8 **UNFAIR COMPETITION**

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

10 **(Plaintiff and UCL Class)**

11 119. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
12 herein.

13 120. Business and Professions Code section 17200 defines "unfair competition" to include
14 any unlawful business practice.

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

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

22 123. Plaintiff and the **UCL Class** members re-allege and incorporate the FIRST, SECOND,
23 THIRD, FOURTH, FIFTH and EIGHTH causes of action herein.

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

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

26 126. Plaintiff is informed and believes, and thereupon alleges that by committing the Labor
27 Code violations described in this Complaint, Defendants violated Labor Code sections 215, 216, 225,
28 226.6, 226.7, 227.3, 246, 354, 408, 512, 510, 553, 1175, 1174, 1194, 1194.2, 1197, 1197.1, 1198,

1 1199, and 2802 as well as applicable Wage Orders, which make it a misdemeanor to commit the
2 violations alleged herein.

3 127. 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 vested vacation wages; and reimbursement for necessary business expenditures.

7 128. 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.

13 129. 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.

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

18 131. 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.

21 132. 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.

24 133. 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.

28 ///

1 134. 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.

8 135. Pursuant to Business and Professions Code section 17203, Plaintiff, on behalf of
9 himself 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.

12 136. 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.

15 137. Pursuant to Business and Professions Code section 17203, Plaintiff, on behalf of
16 himself 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.

19 138. 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 **TENTH CAUSE OF ACTION**

23 **CIVIL PENALTIES**

24 **(Lab. Code §§ 2698, *et seq.*)**

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

26 140. During the applicable limitations period, Defendants have violated Labor Code §§
27 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 246, 510, 512, 515, 558, 558.1, 1174, 1174.5,
28 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.*, and 2802.

1 141. Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on behalf of himself
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.

5 142. 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”)

12 143. 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.

16 144. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff seeks the following civil
17 penalties for Defendants’ violations of Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7,
18 227.3, 246, 510, 512, 515, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199,
19 2698, 2699, *et seq.*, and 2802:

- 20 i. For violations of Labor Code §§ 201, 202, 203, 226.7, 227.3, 246, 1174, 1194,
21 1198 and 2802, one hundred dollars (\$100) for each employee per pay period
22 for each initial violation and two hundred dollars (\$200) for each employee per
23 pay period for each subsequent violation (penalties set by Labor Code §
24 2699(f)(2));
- 25 ii. For violations of Labor Code § 203, a penalty in an amount not exceeding thirty
26 (30) days’ pay as waiting time (penalties set by Labor Code § 256);
- 27 iii. For violations of Labor Code § 204, one hundred dollars (\$100) for each
28 employee for each initial violation that was neither willful nor intentional, two

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

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

12 v. For violation of Labor Code §§ 510 and 512, fifty dollars (\$50) for each
13 employee for each initial pay period for which the employee was underpaid,
14 and one hundred dollars (\$100) for each employee for each subsequent pay
15 period for which the employee was underpaid (penalties set by Labor Code §
16 558);

17 vi. For violations of Labor Code § 1197, one hundred dollars (\$100) for each
18 aggrieved employee for each initial violation of Labor Code § 1197 that was
19 intentional and two hundred and fifty dollars (\$250) for each aggrieved
20 employee per pay period for each subsequent violation of Labor Code § 1197,
21 regardless of whether the initial violation was intentional (penalties set by
22 Labor Code § 1197.1);

23 vii. Pursuant to Labor Code § 2699(g), Plaintiff seeks an award of reasonable
24 attorneys' fees and costs in connection with Plaintiff's claims for civil
25 penalties.

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28 ///

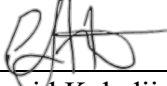
1 **PRAYER FOR RELIEF**

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

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

19
20 Dated: June 11, 2026

D.LAW, INC.

21
22 
23 _____
24 David Keledjian
25 Elizabeth Harrier
26 Attorneys for Plaintiff
27 ADRIAN GONZALEZ, and the putative class
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DEMAND FOR JURY TRIAL

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

Dated: June 11, 2026 D.LAW, INC.



David Keledjian
Elizabeth Harrier
Attorneys for Plaintiff
ADRIAN GONZALEZ, 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 Lustig Cerritos JLR LLC and Lustig Automotive:

9 **Lustig Cerritos JLR LLC**

10 Diana Ruiz, ASP C.T. Corporation Systems
11 330 N. Brand Blvd., Suite 700
Glendale, CA 91203

12 **Lustig Automotive**

13 Patrick Lustig, Agent for Service
10861 183rd St.
Cerritos, CA 90703

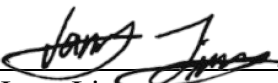
14 using the following service method(s):

15 **VIA ELECTRONIC MAIL:** Service by electronic mail to parties who have already
16 appeared in this post-January 1, 2019 proceeding was made pursuant to the procedures specified
17 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.

18 **X** **VIA MAIL:** I caused the document(s) to be served to be deposited at: 250 N Madison
19 Avenue, 2nd Floor, Pasadena, California 91101, which is a mailbox or other like facility regularly
20 maintained by the United States Postal Service, in a sealed envelope, with postage paid,
21 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
22 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.

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

25 Executed on **June 11, 2026**, at Pasadena, California.

26 
27 Janet Linares
28

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: ADRIAN GONZALEZ, ON BEHALF OF HIMSELF AND ALL OTHERS SIMILARLY SITUATED vs LUSTIG CERRITOS JLR LLC, A DELAWARE LIMITED LIABILITY COMPANY, et al.	CASE NUMBER: 26STCV11328
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: 15598237_2026_06_11_15_13_32_679_3
Submission Number: 26LA01249708
Court Received Date: 06/11/2026
Court Received Time: 3:15 pm
Case Number: 26STCV11328
Case Title: ADRIAN GONZALEZ, ON BEHALF OF HIMSELF AND ALL OTHERS SIMILARLY SITUATED vs
LUSTIG CERRITOS JLR 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: 06/12/2026
Notice Generated Time: 11:45 am

Documents Electronically Filed/Received

Status

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