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Electronically Filed
Superior Court of California
County of San Joaquin
2024-01-02 18:45:30
Clerk: Christina Rodgers

Attorneys for Plaintiffs,
Baktash Tareen, Arthur Duran, and Ramon Magallanes

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN JOAQUIN

BAKTASH TAREEN, ARTHUR DURAN, and
RAMON MAGALLANES, in their individual
and representative capacity on behalf of
themselves, the State of California, and all other
similarly situated current and former aggrieved
employees,

Plaintiffs

vs.

GILL MOTORS TRACY, INC., LIVERMORE
AUTO GROUP, INC., GILL MOTORS, INC.,
GILL MOTORS SLO, INC., GILL MOTORS
SB, INC., GILL MOTORS KERMAN, INC.,
JAGROOP S. GILL, GAGANDEEP CHAHAL,
and DOES 1-25,

Defendants.

Case No. STK-CV-UOE-2024-0000056

COMPLAINT FOR DAMAGES

DEMAND FOR JURY TRIAL

PLAINTIFFS BAKTASH TAREEN, ARTHUR DURAN, and RAMON MAGALLANES,
and (Collectively "PLAINTIFFS") in their individual and representative capacity on behalf of
themselves, the State of California, and fellow current and former AGGRIEVED EMPLOYEES,
defined below, against DEFENDANT GILL MOTORS TRACY, INC., DEFENDANT
LIVERMORE AUTO GROUP, INC., DEFENDANT GILL MOTORS, INC., DEFENDANT GILL

1 MOTORS SLO, INC., DEFENDANT GILL MOTORS SB, INC., DEFENDANT GILL MOTORS
2 KERMAN, INC., DEFENDANT JAGROOP S. GILL, DEFENDANT GAGANDEEP CHAHAL,
3 and DOES 1-25 (“Defendant DOES”) (collectively “DEFENDANTS”), allege on information and
4 belief, except for their own acts and knowledge which are based on personal knowledge, the
5 following:

6 **I. INTRODUCTION**

7 1. PLAINTIFFS bring this action as individuals and in a representative capacity on
8 behalf of themselves on behalf of other current and former AGGRIEVED EMPLOYEES of
9 DEFENDANTS pursuant to the Private Attorneys General Act of 2004, California Labor Code §
10 2698, *et seq.* (“PAGA”) against DEFENDANTS for engaging in a pattern and practice of wage and
11 hour violations under the California Labor Code.

12 2. PLAINTIFFS are informed and believe, and thereon allege, that DEFENDANTS
13 decreased their employment-related costs by systematically violating California wage and hour
14 laws.

15 3. DEFENDANTS’ systematic pattern of wage and hour and IWC Wage Order
16 violations toward PLAINTIFFS and other AGGRIEVED EMPLOYEES in California include, *inter*
17 *alia*:

- 18 a. Failure to pay wages;
- 19 b. Failure to pay minimum wages for all hours worked;
- 20 c. Failure to provide rest periods;
- 21 d. Failure to provide meal periods;
- 22 e. Failure to accurately calculate regular rate of pay;
- 23 f. Failure to pay wages when due;
- 24 g. Failure to pay overtime;
- 25 h. Failure to reimburse for required business expenses;
- 26 i. Failure to maintain accurate records;
- 27 j. Failure to provide accurate itemized wage statements;
- 28 k. Solicitation of employees;

4. PLAINTIFFS bring the representative action against DEFENDANTS on behalf of themselves and all other AGGRIEVED EMPLOYEES of DEFENDANTS in California, seeking all civil penalties and unpaid wages permitted pursuant to California Labor Code § 2699, *et seq.*

5. PLAINTIFFS reserve the right to name additional representatives throughout the State of California.

II. PARTIES

6. PLAINTIFF BAKTASH TAREEN (“TAREEN”), an individual, has resided, and at all times mentioned in this Complaint, continues to reside in San Joaquin County.

7. PLAINTIFF ARTHUR DURAN (“DURAN”), an individual, has resided, and at all times mentioned in this Complaint, continues to reside in San Joaquin County.

8. PLAINTIFF RAMON MAGALLANES (“MAGALLANES”), an individual, has resided, and at all times mentioned in this Complaint, continues to reside in San Joaquin County.

9. Defendant GILL MOTORS TRACY, INC., (“DEFENDANT”) a California corporation, registered with the Secretary of State as Entity No. 4561831, that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

10. Defendant LIVERMORE AUTO GROUP, INC. (“DEFENDANT”) a Delaware corporation, registered with the California Secretary of State as file No. 2752055, that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

11. DEFENDANT GILL MOTORS, INC., is a California corporation, registered with the Secretary of State as Entity No. 3093493, that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

12. DEFENDANT GILL MOTORS SLO, INC. is a California corporation, registered with the Secretary of State as Entity No. C4794460, that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

1 13. DEFENDANT GILL MOTORS SB, INC. is a California corporation, registered with
2 the Secretary of State as Entity No. C4794569, that at all relevant times mentioned herein conducted
3 and continues to conduct substantial and regular business throughout California.

4 14. DEFENDANT GILL MOTORS KERMAN, INC. is a California corporation,
5 registered with the Secretary of State as Entity No. 5287540, that at all relevant times mentioned
6 herein conducted and continues to conduct substantial and regular business throughout California.

7 15. DEFENDANT Jagroop S. Gill is, on information and belief, a California resident
8 and does business in California. He is CEO and Secretary of Gill Motors Tracy, Inc., Livermore
9 Auto Group, Inc., Gill Motors, Inc., Gill Motors SLO, Inc., Gill Motors SB, Inc., and Gill Motors
10 Kerman, Inc. On information and belief, at all relevant times, Jagroop S. Gill has been an owner,
11 director, officer, or managing agent of Gill Motors Tracy, Inc, Livermore Auto Group, Inc., Gill
12 Motors Inc., Gill Motors SLO, Inc., Gill Motors SB, Inc., and Gill Motors Kerman, Inc.

13 16. DEFENDANT Gagandeep K. Chahal is, on information and belief, a California
14 resident and does business in California. He is the Chief Financial Officer for Gill Motors Tracy,
15 Inc., Livermore Auto Group, Inc., Gill Motors Inc., Gill Motors SLO, Inc., Gill Motors SB, Inc.,
16 and Gill Motors Kerman, Inc. On information and belief, at all relevant times, Gagandeep K. Chahal
17 has been an owner, director, officer, or managing agent of Gill Motors Tracy, Inc., Livermore Auto
18 Group, Inc., Gill Motors, Inc., Gill Motors SLO, Inc., Gill Motors SB, Inc., and Gill Motors Kerman,
19 Inc.

20 17. Defendant DOES 1-25 ("Defendant DOES") are persons and/or entities that at all
21 relevant times mentioned herein conducted and continue to conduct substantial and regular business
22 throughout California.

23 18. Each of the fictitiously named DEFENDANTS participated in the acts alleged in this
24 Complaint. The true names and capacities, whether individual, corporate, subsidiary, partnership,
25 associate or otherwise of DEFENDANT DOES 1 through 25, inclusive, are presently unknown to
26 PLAINTIFFS who therefore sue these DEFENDANTS by such fictitious names pursuant to Cal.
27 Civ. Proc. Code. § 474. PLAINTIFFS will seek leave to amend this Complaint to allege the true
28 names and capacities of DOES 1 through 25, inclusive, when they are ascertained. PLAINTIFFS

1 are informed and believe, and based upon that information and belief allege, that the
2 DEFENDANTS named in this Complaint, including DOES 1 through 25, inclusive (hereinafter
3 “DEFENDANTS”), are responsible in some manner for one or more of the events and happenings
4 that proximately caused the injuries and damages hereinafter alleged.

5 19. DEFENDANTS own, operate, and/or manage a chain of new and used car
6 dealerships with service facilities throughout California including locations in Gilroy, Tracy,
7 Madera, and Livermore.

8 20. DEFENDANT employed TAREEN between approximately December 2022, and
9 October 5, 2023, at DEFENDANTS’ Chrysler Dodge Jeep and Ram dealership at 3460 Naglee Road
10 in Tracy, California.

11 21. DEFENDANT employed DURAN between approximately March 2023, and May
12 2023, at DEFENDANTS’ Chrysler Dodge Jeep and Ram dealership at 3460 Naglee Road in Tracy,
13 California.

14 22. DEFENDANT employed MAGALLANES between approximately August 2021,
15 and July 2023, at DEFENDANTS’ Chrysler Dodge Jeep and Ram dealership at 3460 Naglee Road
16 in Tracy, California.

17 23. At all times, DEFENDANT paid PLAINTIFFS on an hourly basis plus commission.

18 **III. JOINT EMPLOYER AND PAGA**

19 24. PLAINTIFFS bring the representative action on behalf of the State of California and
20 on behalf of all non-union, non-exempt, piece-rate based and/or commission-bases individuals who
21 are or previously were employed by DEFENDANTS in California who suffered one or more Labor
22 Code violations enumerated in Labor Code §§ 2698 *et seq.* (hereinafter “AGGRIEVED
23 EMPLOYEES”) and who worked for DEFENDANTS between October 25, 2022, and the present
24 (“PAGA PERIOD”).

25 25. PLAINTIFFS are “AGGRIEVED EMPLOYEE” within the meaning of Labor Code
26 § 2699(c) because they were employed by DEFENDANTS and suffered one or more of the alleged
27 Labor Code violations committed by DEFENDANTS.

1 26. PLAINTIFFS and all other AGGRIEVED EMPLOYEES are, and at all relevant
2 times were, employees of DEFENDANTS, within the meanings set forth in the California Labor
3 Code and the applicable Industrial Welfare Commission Wage Order.

4 27. The Private Attorney General Act (“PAGA”) permits an aggrieved employee to
5 enforce any provision of the California Labor Code that provides for a civil penalty. (*Lab. Code* §
6 2699(a).)

7 28. Section 558 of the California Labor Code provides that “any employer *or other*
8 *person* acting on behalf of an employer who violates, or causes to be violated, a section of this
9 chapter or any provision regulating hours and days of work in any order of the Industrial Welfare
10 Commissions shall be subject to a civil penalty...” (*Lab. Code* § 558(a).)

11 29. Section 1197.1 of the Labor Code provides that “[a]ny employer *or other person*
12 acting either individually or as an officer, agent, or employee of another person, who pays or causes
13 to be paid to any employee a wage less than the minimum fixed by an applicable state or local law,
14 or by an order of the commission shall be subject to a civil penalty...” (*Lab. Code* § 1197.1(a).)

15 30. Interpreting Sections 558 and 1197.1 of the Labor Code, California courts have held
16 that a corporate employer’s owners, officers, and directors, are subject to civil penalties for the
17 employer’s failure to pay appropriate wages to its employees, and, since liability under either 558
18 or 1197.1 does not depend on a finding of an alter ego, no alter ego allegations or findings are
19 necessary. *Atempa v. Pedrazzani*, (2018) 27 Cal.App.5th 809; see generally *Ochoa-Hernandez v.*
20 *Cjaders Food, Inc.* (2009 WL 1404694); *Thurman v. Bayshore Management, Inc.* (2017) 203
21 Cal.App.4th 1112, 1145-1146.

22 31. PLAINTIFFS are informed and believe, and thereon allege, that DEFENDANTS,
23 and each of them, are subject to civil penalties for their failure to pay PLAINTIFFS and other
24 AGGRIEVED EMPLOYEES the appropriate wages as complained of herein and proximately
25 caused the complaints, injuries, and damages alleged herein.

26 **IV. JURISDICTION AND VENUE**

27 32. This Court has jurisdiction over this Action pursuant to California Code of Civil
28 Procedure, Section 410.10.

33. Venue is proper in this Court pursuant to California Code of Civil Procedure, Sections 395 and 395.5, because PLAINTIFFS worked in this County for DEFENDANT and DEFENDANT (i) currently maintain and at all relevant times-maintained offices and facilities in this County, and (ii) committed the wrongful conduct herein alleged in this County against PLAINTIFFS.

V. ALTER EGO

34. At all relevant times, each DEFENDANTS, whether named or fictitious, were the agent, employee or other person acting on behalf of each other DEFENDANTS, and, in participating in the acts alleged in this Complaint, acted within the scope of such agency or employment and ratified the acts of the other.

35. Each DEFENDANT, whether named or fictitious, exercised control over PLAINTIFFS' wages, working hours, and/or working conditions.

36. Each DEFENDANT, whether named or fictitious, acted in all respects pertinent to this action as the agent of the other DEFENDANTS, carried out a joint scheme, business plan or policy, and the acts of each DEFENDANT are legally attributable to the other DEFENDANT.

37. At all relevant times, as alleged more fully herein, each DEFENDANT acted as an agent, servant, employee, co-conspirator, alter-ego and/or joint venturer of the other DEFENDANTS, and in doing the things alleged herein acted within the course and scope of such agency, employment, alter-ego and/or in furtherance of the joint venture. Each of the DEFENDANT'S acts alleged herein was done with the permission and consent of each of the other DEFENDANTS.

38. At all relevant times, DEFENDANTS GILL MOTORS TRACY, INC., LIVERMORE AUTO GROUP, INC., GILL MOTORS, INC., GILL MOTORS SLO, INC., GILL MOTORS SB, INC., GILL MOTORS KERMAN, INC., were acting as the alter egos of DEFENDANT GILL and DEFENDANT CHAHAL, and there exists, and at all times herein mentioned has existed a unity of interest and ownership between DEFENDANTS such that any separateness between them has ceased to exist and DEFENDANT GILL and DEFENDANT

1 CHAHAL completely controlled, dominated, managed, and operated the other DEFENDANTS to
2 suit their convenience.

3 39. Plaintiffs are informed and believe, and thereon allege that at all times relevant
4 hereto, Defendant Gill and Defendant Chahal (1) controlled the business and affairs of
5 DEFENDANTS GILL MOTORS TRACY, INC., LIVERMORE AUTO GROUP, INC., GILL
6 MOTORS, INC., GILL MOTORS SLO, INC., GILL MOTORS SB, INC., GILL MOTORS
7 KERMAN, INC., including any and all of their affiliates; (2) commingled the funds and assets of
8 the corporate entities; (3) disregarded legal formalities and failed to maintain arm's length
9 relationships among the corporate entities; (4) inadequately capitalized each defendant; (5) used the
10 same office or business location and employed the same employees for all the corporate entities; (6)
11 used the corporate entities as a mere shells, instrumentalities or conduits for himself and/or his
12 individual businesses; (7) used the corporate entities to procure labor, services or merchandise for
13 another person or entities; (8) manipulated the assets and liabilities between the corporate entities
14 so as to concentrate the assets in one and (9) used corporate entities to conceal their ownership,
15 management and financial interests and/or personal business activities; and/or (10) used the
16 corporate entities to shield against personal obligations, and in particular the obligations as alleged
17 in this Complaint.

18 40. At all times relevant thereto, DEFENDANTS GILL MOTORS TRACY, INC.,
19 LIVERMORE AUTO GROUP, INC., GILL MOTORS, INC., GILL MOTORS SLO, INC., GILL
20 MOTORS SB, INC., GILL MOTORS KERMAN, INC were not only influenced and governed by
21 Defendant Gill and Defendant Chahal, but there was such a unity of interest and ownership that the
22 individuality, or separateness, of Gill, Chahal, and DEFENDANTS GILL MOTORS TRACY, INC.,
23 LIVERMORE AUTO GROUP, INC., GILL MOTORS, INC., GILL MOTORS SLO, INC., GILL
24 MOTORS SB, INC., GILL MOTORS KERMAN, INC has ceased, and that the facts are such that
25 an adherence to the fiction of the separate existence of these entities would, under the particular
26 circumstances, sanction a fraud or promote injustice.

27 41. Plaintiffs are informed and believe that at all relevant times mentioned herein, the
28 acts of the business entities involved were performed by an employee, agent, officer, servant and/or

1 representative of Gill, Chahal, and DEFENDANTS GILL MOTORS TRACY, INC., LIVERMORE
2 AUTO GROUP, INC., GILL MOTORS, INC., GILL MOTORS SLO, INC., GILL MOTORS SB,
3 INC., GILL MOTORS KERMAN, INC.

4 **VI. FACTUAL ALLEGATIONS**

5 42. DEFENDANTS employ numerous individuals in an hourly, non-exempt position
6 who are eligible for commission. Employees who work on commission, such as 1`salespeople, *may*
7 be exempt from overtime requirements, pursuant to Wage Orders, but are *not* exempt from any of
8 the other Labor Code protections addressed herein, such as meal and rest break requirements.

9 43. In violation of the applicable sections of the California Labor Code and the
10 requirements of the Industrial Welfare Commission (“IWC”) Wage Order, DEFENDANTS, as a
11 matter of company policy, practice, and procedure, intentionally, knowingly, and systematically
12 failed to pay PLAINITFFS and other AGGRIEVED EMPLOYEES all minimum wages, provide
13 legally compliant meal and rest periods, failed to accurately compensate PLAINITFFS and other
14 AGGRIEVED EMPLOYEES for missed meal and rest periods, failed to compensate PLAINITFFS
15 and other AGGRIEVED EMPLOYEES meal rest premiums at the regular rate, and failed to issue
16 to PLAINITFFS and other AGGRIEVED EMPLOYEES with accurate itemized wage statements
17 showing, among other things, all applicable wages and corresponding total pay. PLAINITFFS and
18 other AGGRIEVED EMPLOYEES uniform policies and practices are intended to purposefully
19 avoid the accurate and full payment for all time worked as required by California law which allows
20 DEFENDANTS to illegally profit and gain an unfair advantage over competitors who comply with
21 the law.

22 **A. Rest Period Violations**

23 44. PLAINITFFS and other AGGRIEVED EMPLOYEES were required to work in
24 excess of four (4) hours without being provided ten (10) minute rest periods as a result of the nature
25 and constraints of their job duties, commentary from DEFENDANTS’ managers and supervisors,
26 DEFENDANTS’ understaffing, and DEFENDANTS’ policies and practices.

27 45. Further, for the same reasons these employees were denied their first rest periods of
28 at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours from time to

1 time, a first and second rest period of at least ten (10) minutes for some shifts worked of between
2 six (6) and eight (8) hours from time to time, and a first, second and third rest period of at least ten
3 (10) minutes for some shifts worked of ten (10) hours or more from time to time.

4 46. PLAINTIFFS and other AGGRIEVED EMPLOYEES were also not provided with
5 one-hour wages *in lieu* thereof, and as a result, PLAINTIFFS and other AGGRIEVED
6 EMPLOYEES were denied their proper rest periods by DEFENDANTS and DEFENDANTS'
7 managers.

8 47. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS were
9 required to provide rest periods to PLAINTIFFS and other AGGRIEVED EMPLOYEES per every
10 four (4) hours worked or major fraction thereof or provide the employee one (1) hour of pay at the
11 employee's regular rate of compensation for each workday the rest period is not provided.

12 48. During the entirety of PLAINTIFFS' employment and the PAGA Period,
13 DEFENDANTS required PLAINTIFFS and other AGGRIEVED EMPLOYEES to work through
14 rest periods without paying them in accordance with Industrial Wage Orders. As a result,
15 PLAINTIFFS and other AGGRIEVED EMPLOYEES forfeited their regular wages by working
16 without compensation at the applicable wage and rates. DEFENDANTS had, and may continue to
17 practice, a uniform policy to not pay PLAINTIFFS and other AGGRIEVED EMPLOYEES all rest
18 premiums owed.

19 B. Meal Period Violations

20 49. DEFENDANTS required PLAINTIFFS and other AGGRIEVED EMPLOYEES to
21 work during the meal break during what was supposed to be PLAINTIFFS' and other AGGRIEVED
22 EMPLOYEES' off-duty meal break due to the nature and constraints of their job duties, commentary
23 from DEFENDANTS' managers and supervisors, DEFENDANTS' understaffing, and
24 DEFENDANTS' policies and practices.

25 50. PLAINTIFF and other AGGRIEVED EMPLOYEES were required from time to
26 time to perform work as ordered by DEFENDANT for more than five (5) hours during some shifts
27 without receiving a meal break. Further, DEFENDANTS failed to provide PLAINTIFF and
28 AGGRIEVED EMPLOYEES with a second off-duty meal period for some workdays in which

1 DEFENDANT required these employees to work ten (10) hours of work from time to time.

2 51. Specifically, to PLAINTIFFS, DEFENDANTS required and directed PLAINTIFFS
3 to either postpone or forfeit their meal period(s) to assist customers on the floor, finish paperwork,
4 process deals, and perform other work-related tasks.

5 52. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS were
6 required to provide meal periods of not less than thirty (30) minutes to PLAINTIFFS and other
7 AGGRIEVED EMPLOYEES for each work period of more than five (5) hours, except when that
8 work period is not more than six (6) and validly waived or provide one (1) hour of pay at the
9 employee's regular rate of compensation.

10 53. DEFENDANTS required PLAINTIFFS and other AGGRIEVED EMPLOYEES to
11 work during the meal break during what was supposed to be off-duty meal break. As a result,
12 PLAINTIFFS and other AGGRIEVED EMPLOYEES forfeited their meal premiums without
13 compensation at the applicable wage and rates. DEFENDANTS had, and may continue to practice,
14 a uniform policy to not pay PLAINTIFFS and other AGGRIEVED EMPLOYEES meal periods.

15 54. As a result of work requirements and DEFENDANTS' inadequate staffing practices,
16 PLAINTIFFS and other AGGRIEVED EMPLOYEES were unable to take thirty (30) minute off-
17 duty meal breaks and were not fully relieved of duty for their meal period.

18 55. PLAINTIFFS and other AGGRIEVED EMPLOYEES were required to perform
19 work as ordered by DEFENDANTS for more than five (5) hours during some shifts without
20 receiving a meal break. The nature of the work performed by PLAINTIFFS and other AGGRIEVED
21 EMPLOYEES do not qualify for limited and narrowly construed "on-duty" meal period exception.
22 PLAINTIFFS and other AGGRIEVED EMPLOYEES therefore forfeited meal breaks without
23 additional compensation and in accordance with DEFENDANTS' policies and practices.

24 C. Off-the-Clock Work Resulting in Minimum Wage and Overtime Violations

25 56. During PLAINTIFFS' employment and the PAGA Period, DEFENDANTS failed to
26 accurately pay PLAINTIFFS and other AGGRIEVED EMPLOYEES for all hours worked.
27 DEFENDANTS required PLAINTIFFS and other AGGRIEVED EMPLOYEES to perform off-the-
28 clock work without compensation.

1 57. DEFENDANTS failed to pay PLAINTIFFS and other AGGRIEVED EMPLOYEES
2 necessary wages for attending and performing work at DEFENDANTS' direction, request, and
3 benefit, while off-the clock.

4 58. For example, DEFENDANTS directed PLAINTIFFS and other AGGRIEVED
5 EMPLOYEES to report to work on days in which these employees were not scheduled to work and
6 directed these employees not to clock in despite performing work for DEFENDANTS. On some
7 occasions, PLAINTIFFS and other AGGRIEVED EMPLOYEES worked entire 8+hour shifts
8 without compensation as a result of DEFENDANTS direction, practices and policies.

9 59. On other occasions, DEFENDANTS manipulated PLAINTIFFS' and other
10 AGGRIEVED EMPLOYEES' time worked to show less hours worked during the relevant pay
11 period.

12 60. DEFENDANTS directed and directly benefited from the uncompensated off-the-
13 clock work performed by PLAINTIFFS and other AGGRIEVED EMPLOYEES.

14 61. DEFENDANTS controlled the work schedules, duties, protocols, applications,
15 assignments, and employment conditions of PLAINTIFFS and other AGGRIEVED EMPLOYEES.

16 62. DEFENDANTS were able to track the amount of time PLAINTIFFS and other
17 AGGRIEVED EMPLOYEES spent working; however, DEFENDANTS failed to document, track,
18 or pay PLAINTIFFS and other AGGRIEVED EMPLOYEES all wages earned and owed for all the
19 work they performed, including during off-the-clock work.

20 63. PLAINTIFFS and other AGGRIEVED EMPLOYEES were non-exempt employees,
21 subject to the requirements of the California Labor Code.

22 64. DEFENDANTS' policies and practices deprived PLAINTIFFS and other
23 AGGRIEVED EMPLOYEES of regular and overtime wages owed for the off-the-clock work
24 activities.

25 65. DEFENDANTS knew or should have known that PLAINTIFFS and other
26 AGGRIEVED EMPLOYEES' off-the-clock work was compensable under the law.

27 66. As a result, PLAINTIFFS and other AGGRIEVED EMPLOYEES forfeited wages
28 due them for all hours worked at DEFENDANTS' direction, control and benefit for the time spent

1 while off-the-clock. DEFENDANTS have a uniform policy and practice to not pay PLAINTIFFS
2 and other AGGRIEVED EMPLOYEES wages for all hours worked in accordance with applicable
3 law.

4 67. Moreover, as a result, DEFENDANTS provided PLAINTIFFS and other
5 AGGRIEVED EMPLOYEES with a paystub that failed to comply with Cal. Lab. Code § 226 and
6 did not maintain accurate payroll and timekeeping records.

7 D. Timekeeping Manipulation

8 68. During PLAINTIFFS' employment and during the PAGA Period, DEFENDANTS,
9 did not have an immutable timekeeping system to accurately record and pay PLAINTIFFS and other
10 AGGRIEVED EMPLOYEES for the actual time PLAINTIFFS and other AGGRIEVED worked
11 each day, including regular time, meal and rest breaks.

12 69. As a result, DEFENDANTS were able to and did in fact, unlawfully and unilaterally
13 alter the time recorded in DEFENDANTS' timekeeping system for PLAINTIFFS and other
14 AGGRIEVED EMPLOYEES to avoid paying these employees for all hours worked, overtime
15 wages, and applicable meal premiums and rest premiums.

16 70. DEFENDANTS manipulated PLAINTIFFS and other AGGRIEVED
17 EMPLOYEES' timecards to show less time worked and complaint meal periods to avoid penalties
18 or shorten the amount of time worked by employees.

19 71. As a result of DEFENDANTS' practices, PLAINTIFFS and other AGGRIEVED
20 EMPLOYEES, from time-to-time, forfeited time worked by working without their time being
21 accurately recorded and without compensation at the applicable pay rates.

22 72. As a result, PLAINTIFFS and other AGGRIEVED EMPLOYEES forfeited wages
23 due them for all hours worked at DEFENDANTS' direction, control, and benefit. DEFENDANTS'
24 uniform policy and practice to not pay PLAINTIFFS and other AGGRIEVED EMPLOYEES wages
25 for all hours worked in accordance with applicable law is evidenced by DEFENDANTS' business
26 records and employee testimony.

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1 E. Violations for Untimely Payment of Wages

2 73. Pursuant to California Labor Code section 204, PLAINTIFFS and other
3 AGGRIEVED EMPLOYEES are entitled to timely payment of wages during their employment.
4 PLAINTIFFS and other AGGRIEVED EMPLOYEES, from time to time, did not receive payment
5 of all wages, including, but not limited to, overtime wages, minimum wages, commissions earned,
6 meal period premium wages, and rest period premium wages within permissible time period and on
7 days designated in advance by the employer as regular paydays.

8 F. Inaccurate Itemized Wage Statements

9 74. California Labor Code Section 226 requires an employer to furnish its employees an
10 accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked, (3)
11 the number of piece-rate units earned and any applicable piece-rate, (4) all deductions, (5) net wages
12 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the
13 employee and only the last four digits of the employee's social security number or an employee
14 identification number other than a social security number, (8) the name and address of the legal
15 entity that is the employer and, (9) all applicable hourly rates in effect during the pay period and the
16 corresponding number of hours worked at each hourly rate by the employee

17 75. During PLAINTIFFS'S employment and during the PAGA period, PLAINTIFFS
18 and other AGGRIEVED EMPLOYEES were not paid meal and rest period premiums and were not
19 paid for all hours worked. DEFENDANTS failed to provide PLAINTIFFS and other AGGRIEVED
20 EMPLOYEES with complete and accurate wage statements. DEFENDANTS' paystubs failed to
21 show, among other things, the total hours worked and all applicable hourly rates in effect during the
22 pay period and the corresponding amount of time worked at each hourly rate, correct rates of pay
23 for penalty payments or missed meal and rest periods.

24 76. DEFENDANTS routinely failed to keep, maintain, and store accurate payroll records
25 and provide wage statements that comply with Cal. Lab. Code § 226.

26 77. PLAINTIFFS and other AGGRIEVED EMPLOYEES suffered damages as a result
27 of DEFENDANTS' aforementioned violation because they could not promptly and easily determine
28 from the wage statement alone the applicable hourly rate and the corresponding number of hours

1 worked at the applicable hourly rate for this remuneration.

2 78. As a result, DEFENDANTS issued PLAINTIFFS and other AGGRIEVED
3 EMPLOYEES with wage statements that violate Cal. Lab. Code § 226. Further, DEFENDANTS'
4 violations are knowing and intentional, and were not isolated or due to an unintentional payroll error
5 due to clerical or inadvertent mistake.

6 G. Failure to Reimburse

7 79. DEFENDANTS failed to indemnify PLAINTIFFS and other AGGRIEVED
8 EMPLOYEES for expenses incurred in direct consequence of discharging work duties.

9 80. DEFENDANTS require PLAINTIFFS and other AGGRIEVED EMPLOYEES to
10 use personal cell phones to discharge work duties but fail to reimburse PLAINTIFFS and other
11 AGGRIEVED EMPLOYEES for use or cost of their cell phones.

12 81. DEFENDANTS require PLAINTIFFS and other AGGRIEVED EMPLOYEES to use
13 their personal cell phone in group chats with managers and supervisors, group chats with coworkers
14 and communications with customers. Such communications are constant and take place daily.

15 82. In fact, DEFENDANTS provided business cards for PLAINTIFFS and other
16 AGGRIEVED EMPLOYEES that include employee's personal cell phone numbers which are then
17 provided to customers.

18 83. Further, DEFENDANTS required PLAINTIFF and other AGGRIEVED
19 EMPLOYEES to purchase shirts to wear as part of their uniform. DEFENDANTS required
20 PLAINTIFFS and other AGGRIEVED EMPLOYEES to purchase shirts from DEFENDANTS to
21 wear as their uniform during the workweek. DEFENDANTS failed to provide PLAINTIFFS and
22 other AGGRIEVED EMPLOYEES with the shirt and failed to reimburse the cost of the shirt.

23 84. DEFENDANTS additionally required PLAINTIFFS and other AGGRIEVED
24 EMPLOYEES to purchase their own notepads, pens, highlighters, and notebooks and refused to
25 provide such materials for employees.

26 85. DEFENDANTS shift the costs associated with running a business onto PLAINTIFFS
27 and other AGGRIEVED EMPLOYEES.

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1 H. Misrepresentation and Solicitation of Employees

2 86. DEFENDANTS managers mischaracterized the working conditions, duties,
3 compensation, and benefits of employment positions to PLAINTIFFS.

4 87. DEFENDANTS knowingly represented different wage rates and commission
5 percentages to PLAINTIFFS and other AGGRIEVED EMPLOYEES in order for PLAINTIFFS and
6 other AGGRIEVED EMPLOYEES to accept positions at DEFENDANTS' dealerships.

7 88. DEFENDANTS intended PLAINTIFFS and other EMPLOYEES to rely on such
8 representations to accept positions with DEFENDANTS, even though these were not true.

9 89. PLAINTIFF and other AGGRIEVED EMPLOYEES did reasonably rely on
10 DEFENDANTS misrepresentations to their detriment and changed employment to work for
11 DEFENDANTS.

12 90. However, upon starting their employment, DEFENDANTS presented different pay
13 plans to PLAINTIFFS and other AGGRIEVED EMPLOYEES that were below the represented
14 compensation plan in interviews.

15 91. DEFENDANTS directed PLAINTIFFS and other AGGRIEVED EMPLOYEES to
16 accept the new pay plan, or they can quit.

17 92. DEFENDANTS additionally required PLAINTIFFS and other AGGRIEVED
18 EMPLOYEES to perform work that was outside the identified duties, including filling in managerial
19 duties without receiving any additional pay.

20 93. DEFENDANTS misrepresented the characteristics and duties were not what the
21 employer represented, nor were they consistent with working conditions, pay plan or benefits to
22 PLAINTIFFS and other AGGRIEVED EMPLOYEES in violation of Lab. Code § 970.

23 **VI. CAUSES OF ACTION**

24 **FIRST CAUSE OF ACTION**

25 (For Unfair Business Practices)

26 (Cal. Bus. & Prof. Code §§ 17200 et seq.)

27 (Against DEFENDANTS)

28 94. PLAINTIFFS and AGGRIEVED EMPLOYEES incorporate by reference and
realleges as if fully stated herein each and every allegation set forth above.

1 95. DEFENDANTS are a “person” as that term is defined under Cal. Bus. And Prof.
2 Code § 17021.

3 96. California Business & Professions Code §§ 17200, *et seq.* (the “UCL”) defines unfair
4 competition as any unlawful, unfair, or fraudulent business act or practice. Section 17203 authorizes
5 injunctive, declaratory, and/or other equitable relief with respect to unfair competition as follows:

6 Any person who engages, has engaged, or proposes to engage in unfair competition
7 may be enjoined in any court of competent jurisdiction. The court may make such
8 orders or judgments, including the appointment of a receiver, as may be necessary to
9 prevent the use or employment by any person of any practice which constitutes unfair
10 competition, as defined in this chapter, or as may be necessary to restore to any
11 person in interest any money or property, real or personal, which may have been
12 acquired by means of such unfair competition. (Cal. Bus. & Prof. Code § 17203).

13 97. By the conduct alleged herein, DEFENDANTS have engaged and continue to engage
14 in a business practice that violates California law, including but not limited to, the applicable Wage
15 Order(s), the California Code of Regulations and the California Labor Code including Sections §§
16 201, 202, 203, 204, 210, 218.6, 226, 226.3, 226.7, 510, 512, 558, 970, 971, 972, 1193.6 1194,
17 1194.2, 1197, 1197.1, 1174, 1174.5, 1198, 1199 and for which this Court should issue declaratory
18 and other equitable relief pursuant to Cal. Bus. & Prof. Code § 17203 as may be necessary to prevent
19 and remedy the conduct held to constitute unfair competition, including restitution of wages
20 wrongfully withheld.

21 98. By the conduct alleged herein, DEFENDANTS’ practices were unlawful and unfair
22 in that these practices violated public policy, were immoral, unethical, oppressive unscrupulous or
23 substantially injurious to employees, and were without valid justification or utility for which this
24 Court should issue equitable and injunctive relief pursuant to Section 17203 of the California
25 Business & Professions Code, including restitution of wages wrongfully withheld.

26 99. By the conduct alleged herein, DEFENDANTS’ practices were deceptive and
27 fraudulent in that DEFENDANTS’ uniform policy and practice failed to provide the legally
28 mandated meal and rest periods and the required amount of compensation for missed meal and rest

1 periods, and failed to pay minimum wages owed, due to a systematic business practice that cannot
2 be justified, pursuant to the applicable Cal. Lab. Code, and Industrial Welfare Commission
3 requirements in violation of Cal. Bus. Code §§ 17200, *et seq.*, and for which this Court should issue
4 injunctive and equitable relief, pursuant to Cal. Bus. & Prof. Code § 17203, including restitution of
5 wages wrongfully withheld.

6 100. By the conduct alleged herein, DEFENDANTS' practices were also unlawful, unfair,
7 and deceptive in that DEFENDANTS' employment practices caused PLAINTIFFS and other
8 AGGRIEVED EMPLOYEES to be underpaid during their employment with DEFENDANTS.

9 101. By the conduct alleged herein, DEFENDANTS' practices were also unfair and
10 deceptive in that DEFENDANTS' uniform policies, practices and procedures failed to provide
11 mandatory meal and/or rest breaks to PLAINTIFFS and other AGGRIEVED EMPLOYEES as
12 required by Cal. Lab. Code §§ 226.7 and 512.

13 102. Therefore, PLAINTIFFS demand on behalf of themselves and on behalf of other
14 AGGRIEVED EMPLOYEES, one (1) hour of pay for each workday in which an off-duty meal
15 period was not timely provided for each five (5) hours of work.

16 103. PLAINTIFFS further demand on behalf of themselves and on behalf of other
17 AGGRIEVED EMPLOYEES, one (1) hour of pay for each workday in which a rest period was not
18 timely provided as required by law.

19 104. By and through the unlawful and unfair business practices described herein,
20 DEFENDANT have obtained valuable money and services from PLAINTIFFS and other
21 AGGRIEVED EMPLOYEES, including earned wages for all time worked, and has deprived them
22 of valuable rights and benefits guaranteed by law and contract, all to the detriment of these
23 employees and to the benefit of DEFENDANT so as to allow DEFENDANT to unfairly compete
24 against competitors who comply with the law.

25 105. All the acts described herein as violations of, among other things, the Industrial
26 Welfare Commission Wage Orders, the California Code of Regulations, and the California Labor
27 Code, were unlawful and in violation of public policy, were immoral, unethical, oppressive, and
28

1 unscrupulous, were deceptive, and thereby constitute unlawful, unfair, and deceptive business
2 practices in violation of Cal. Bus. & Prof. Code §§ 17200, *et seq.*

3 106. PLAINTIFFS and other AGGRIEVED EMPLOYEES are entitled to, and do, seek
4 such relief as may be necessary to restore to them the money and property which DEFENDANTS
5 have acquired or of which PLAINTIFFS and other AGGRIEVED EMPLOYEES have been
6 deprived, by means of the above described unlawful and unfair business practices, including earned
7 but unpaid wages for all time worked.

8 **SECOND CAUSE OF ACTION**

9 For Failure to Pay Wages
10 (Cal. Lab. Code § 204, 1193.6, 210)
(Against All DEFENDANTS)

11 107. PLAINTIFFS and AGGRIEVED EMPLOYEES incorporate by reference and
12 reallege as if fully stated herein each and every allegation set forth above.

13 108. Labor Code Section 204 provides in part provides in part that “all wages, ..., earned
14 by any person in any employment are due and payable twice during each calendar month, on days
15 designated in advance by the employer as the regular paydays.”

16 109. PLAINTIFFS are informed and believe, and thereon allege that DEFENDANTS did
17 not pay PLAINTIFFS and OTHER AGGRIEVED EMPLOYEES all earned wages, including
18 regular and/or overtime, on regularly established paydays including meal and rest premiums owed.
19 This includes when DEFENDANTS failed to pay PLAINTIFFs and other AGGRIEVED
20 EMPLOYEES for work performed off-the-clock at DEFENDANTS direction.

21 110. In violation of Labor Code section 204, defendants knowingly and willfully refused
22 to perform their obligations to compensate their employees for all wages earned.

23 111. Pursuant to Labor Code section 210, PLAINTIFFS are entitled to recover a penalty
24 of \$100.00 for the initial failure to timely pay each employee all of the wages earned, and \$200.00
25 for each subsequent failure to pay each employee all of the wages earned; in addition, pursuant to
26 section 210, for each subsequent failure to pay in compliance with Labor Code section 204,
27 PLAINTIFFS are entitled to recover an additional amount equal to 25% of the unlawfully withheld
28 wages.

112. As a direct and proximate result of defendants' conduct in violation of Labor Code section 204 as alleged above, DEFENDANTS' employees have suffered, and continue to suffer, losses related to the use and enjoyment of wages and lost interest on such wages all to their damage in amounts according to proof at trial.

THIRD CAUSE OF ACTION

For Failure to Pay Minimum Wages
(Cal. Lab. Code § 1194, 1194.2, 1197 & 1197.1)
(Against All DEFENDANTS)

113. PLAINTIFFS and AGGRIEVED EMPLOYEES incorporate by reference and reallege as if fully stated herein each and every allegation set forth above.

114. PLAINTIFFS and other AGGRIEVED EMPLOYEES bring a claim for DEFENDANT'S willful and intentional violations of California Labor Code and the Industrial Welfare Commission requirements for DEFENDANT'S failure to accurately calculate and pay minimum wages to PLAINTIFFS and other AGGRIEVED EMPLOYEES.

115. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages, including minimum wage compensation and interest thereon, together with the costs of suit. Cal. Lab. § 1194.2 further establishes an employee's right to liquidated damages in an amount equal to the unpaid minimum wages according to proof at trial.

116. DEFENDANTS maintained a uniform wage practice of paying PLAINTIFFS and other AGGRIEVED EMPLOYEES without regard to the correct amount of time worked. As set forth herein, DEFENDANTS' uniform policy and practice was to unlawfully and intentionally deny payment of wages due to PLAINTIFFS and other AGGRIEVED EMPLOYEES for all hours worked and therefore did not receive minimum wage for all hours worked as required by Cal. Lab. Code § 1197.

117. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested, without limitation, as a result of implementing a uniform policy and practice that denied accurate compensation to PLAINTIFFS and other AGGRIEVED EMPLOYEES in regard to minimum wages.

1 118. Further, DEFENDANTS instructed PLAINTIFFS and other AGGRIEVED
2 EMPLOYEES to not clock-in and did not compensate PLAINTIFFS and other AGGRIEVED
3 EMPLOYEES for significant hours worked during the relevant pay periods.

4 119. In committing these violations of the California Labor Code, DEFENDANTS
5 inaccurately calculated the amount of time worked and consequently underpaid the actual time
6 worked by PLAINTIFFS and other AGGRIEVED EMPLOYEES.

7 120. DEFENDANTS acted in an illegal attempt to avoid the payment of all earned wages,
8 and other benefits in violation of the California Labor Code, the Industrial Welfare Commission
9 requirements and other applicable laws and regulations.

10 121. PLAINTIFFS and other AGGRIEVED EMPLOYEES were paid less for time
11 worked than they were entitled to, constituting a failure to pay all earned wages. DEFENDANTS
12 failed to pay PLAINTIFFS and other AGGRIEVED EMPLOYEES for all time worked and
13 therefore failed to pay minimum wages for all hours worked.

14 122. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,
15 PLAINTIFFS and other AGGRIEVED EMPLOYEES have suffered and will continue to suffer an
16 economic injury including the use and enjoyment of wages and lost interest on such wages all to
17 their damage in amounts in amounts which are presently unknown to them, and which will be
18 ascertained according to proof at trial.

19 123. DEFENDANTS knew or should have known that PLAINTIFFS and other
20 AGGRIEVED EMPLOYEES were under-compensated for their time worked. DEFENDANTS
21 systematically elected, either through intentional malfeasance or gross nonfeasance, to not pay
22 employees for their labor as a matter of uniform corporate policy, practice and procedure, and
23 DEFENDANTS perpetrated this systematic scheme by refusing to pay PLAINTIFFS and other
24 AGGRIEVED EMPLOYEES the correct wages for their time worked.

25 124. DEFENDANTS maintained a uniform wage practice of not only paying
26 PLAINTIFFS and other AGGRIEVED EMPLOYEES without regard to the correct amount of time
27 worked by PLAINTIFFS and other AGGRIEVED EMPLOYEES. DEFENDANT'S uniform policy
28

1 and practice was to unlawfully and intentionally deny accurate and full payment of wages due to
2 PLAINTIFFS and other AGGRIEVED EMPLOYEES.

3 125. In performing the acts and practices herein alleged in violation of California labor
4 laws, and refusing to compensate PLAINTIFFS and other AGGRIEVED EMPLOYEES for all time
5 worked and provide them with the requisite compensation, DEFENDANTS acted and continue to
6 act intentionally, oppressively, and maliciously toward PLAINTIFFS and other AGGRIEVED
7 EMPLOYEES with a conscious disregard for their legal rights, or the consequences to them, and
8 with the intent of depriving them of their property and legal rights, and otherwise causing them
9 injury in order to increase company profits at the expense of this employees.

10 126. PLAINTIFFS and other AGGRIEVED EMPLOYEES therefore, request recovery of
11 all unpaid wages, according to proof, interest, statutory costs, as well as the assessment of any
12 statutory penalties against DEFENDANTS, in a sum as provided by the California Labor Code
13 and/or other applicable statutes.

14 127. To the extent minimum wage compensation is determined to be owed to
15 PLAINTIFFS and other AGGRIEVED EMPLOYEES, whose employment has terminated,
16 DEFENDANT'S conduct also violates Labor Code §§ 201 and/or 202, and therefore these
17 individuals are also entitled to waiting time penalties under Cal. Lab. Code § 203, which penalties
18 are sought herein on behalf of the PLAINTIFFS and other AGGRIEVED EMPLOYEES.
19 DEFENDANT'S conduct as alleged herein was willful, intentional, and not in good faith. Further,
20 PLAINTIFFS and other AGGRIEVED EMPLOYEES are entitled to seek and recover statutory
21 costs.

22 **FOURTH CAUSE OF ACTION**

23 For Failure to Provide Rest Periods

24 (Cal. Lab. Code §§ 226.7 & 512)

(Against All DEFENDANT)

25 128. PLAINTIFFS and AGGRIEVED EMPLOYEES incorporate by reference and
26 realleges as if fully stated herein each and every allegation set forth above.

27 129. Labor Code Sections 226.7 and 512 and the Industrial Wage Orders requires
28 DEFENDANT to provide employees all rest periods specified in the applicable Wage Order. These

1 laws and regulations further entitle employees to be paid one additional hour of pay at their regular
2 rate of compensation for each day of denied rest period.

3 130. PLAINTIFFS and other AGGRIEVED EMPLOYEES were required to work in
4 excess of four (4) hours without being provided ten (10) minute rest periods. Further and for the
5 same reasons PLAINTIFFS and other AGGRIEVED EMPLOYEES were denied their first rest
6 periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours,
7 PLAINTIFFS and other AGGRIEVED EMPLOYEES were denied a first and second rest period of
8 at least ten (10) minutes for shifts worked of between six (6) and eight (8) hours. PLAINTIFFS and
9 other AGGRIEVED EMPLOYEES were also not provided with one-hour wages in lieu thereof.

10 131. As a result of DEFENDANTS' policies and practices, PLAINTIFFS and other
11 AGGRIEVED EMPLOYEES were denied their proper rest periods by DEFENDANTS and
12 DEFENDANTS' managers.

13 132. DEFENDANTS violated California Labor Code §§ 226.7 and the applicable IWC
14 Wage Order by failing to compensate PLAINTIFFS and other AGGRIEVED EMPLOYEES who
15 were not provided a rest period, in accordance with the applicable Wage Order, one additional hour
16 of compensation at each employee's regular rate of pay for each workday that rest period was not
17 provided.

18 133. As a proximate result of the aforementioned violations, PLAINTIFFS and other
19 AGGRIEVED EMPLOYEES have been damaged in an amount according to proof at trial, and seek
20 all wages earned and due, interest, penalties, expenses and costs of suit.

21 **FIFTH CAUSE OF ACTION**

22 For Failure to Provide Required Meal Periods

23 (Cal. Lab. Code §§ 226.7& 512)

(Against All DEFENDANT)

24 134. PLAINTIFFS and AGGRIEVED EMPLOYEES incorporate by reference and
25 realleges as if fully stated herein each and every allegation set forth above.

26 135. Labor Code Sections 226.7 and 512 and the Industrial Wage Orders requires
27 DEFENDANT to provide employees all meal periods specified in the applicable Wage Order. These
28 laws and regulations further entitle employees to be paid one additional hour of pay at their regular

1 rate of compensation for each day of denied meal period.

2 136. PLAINTIFFS and other AGGRIEVED EMPLOYEES were required to work in
3 excess of six (6) hours without being provided a thirty (30) minute meal periods. Further and for the
4 same reasons PLAINTIFFS and other AGGRIEVED EMPLOYEES were denied their first meal
5 period for some shifts worked of at least six (6) to ten (10) hours, PLAINTIFFS and other
6 AGGRIEVED EMPLOYEES were denied a first and second meal period of at least thirty (30)
7 minutes for shifts worked over ten (10) hours. PLAINTIFFS and other AGGRIEVED
8 EMPLOYEES were also not provided with one-hour wages in lieu thereof.

9 137. DEFENDANTS failed to provide all the legally required off-duty meal breaks to
10 PLAINTIFFS and other AGGRIEVED EMPLOYEES as required by the applicable Wage Order
11 and Labor Code. The nature of the work performed by PLAINTIFFS and other AGGRIEVED
12 EMPLOYEES does not prevent these employees from being relieved of all of their duties for the
13 legally required off-duty meal periods. As a result of DEFENDANTS policies, practices and
14 comments by DEFENDANTS' managers, PLAINTIFFS and other AGGRIEVED EMPLOYEES
15 were regularly not fully relieved of duty by DEFENDANT for their meal periods.

16 138. DEFENDANTS further violated California Labor Code §§ 226.7, 512 and the
17 applicable IWC Wage Order by failing to compensate PLAINTIFFS and other AGGRIEVED
18 EMPLOYEES who were not provided a meal period, in accordance with the applicable Wage Order,
19 one additional hour of compensation at each employee's regular rate of pay for each workday that
20 a meal period was not provided.

21 139. As a proximate result of the aforementioned violations, PLAINTIFFS and other
22 AGGRIEVED EMPLOYEES have been damaged in an amount according to proof at trial, and seek
23 all wages earned and due, interest, penalties, expenses and costs of suit.

24 **SIXTH CAUSE OF ACTION**

25 FOR FAILURE TO PAY WAGES WHEN DUE

26 (Cal. Lab. Code § 201, 202, 203)

(DURAN, MAGALLANES Against All DEFENDANT)

27 140. PLAINTIFFS and AGGRIEVED EMPLOYEES incorporate by reference and
28 reallege as if fully stated herein each and every allegation set forth above.

1 141. If an employer willfully fails to pay, without abatement or reduction, in accordance
2 with Sections 201, . . . 202, any wages of an employee who is discharged or who quits, the wages
3 of the employee shall continue as a penalty from the due date thereof at the same rate until paid or
4 until an action therefor is commenced; but the wages shall not continue for more than 30 days. (Cal.
5 Lab. Code § 203).

6 142. To date, DEFENDANTS have yet to pay PLAINTIFFS and other AGGRIEVED
7 EMPLOYEES all of the wages and all premiums due for bonuses, off-the-clock work, missed meal
8 breaks and missed rest breaks and DEFENDANT have failed to pay any penalty wages owed under
9 California Labor Code section 203.

10 143. Additionally, the employment of PLAINTIFFS and many AGGRIEVED
11 EMPLOYEES terminated, and DEFENDANTS have not tendered payment of wages to these
12 employees who were underpaid for minimum wage, and/or missed meal and rest breaks, as required
13 by law.

14 144. Defendants knowingly and willfully violated the laws, regulations and orders
15 governing the wages of PLAINTIFFS and other AGGRIEVED EMPLOYEES as described in the
16 causes of action above.

17 145. Therefore, as provided by Cal Lab. Code § 203, on behalf of themselves and other
18 AGGRIEVED EMPLOYEES whose employment has terminated, PLAINTIFFS demand up to
19 thirty (30) days of pay as penalty for not paying all wages due at time of termination and demand
20 an accounting and payment of all wages due, plus interest and statutory costs as allowed by law.

21 **SEVENTH CAUSE OF ACTION**

22 For Failure to Pay Overtime Compensation

23 (Cal. Lab. Code §§ 558, 510, 1194, 1198)

24 (Against All DEFENDANTS)

25 146. PLAINTIFFS and AGGRIEVED EMPLOYEES incorporate by reference and
26 reallege as if fully stated herein each and every allegation set forth above.

27 147. Labor Code section 558 provides for a civil penalty to be assessed against any
28 employer or other person acting on behalf of an employer who fails to compensate employees at the
statutory overtime rate for any work in excess of eight hours in one day or any work in excess of 40

1 hours in any workweek or who fails to compensate employees at the statutory double time rates for
2 any work in excess of twelve hours in one day or any work in excess of 8 hours on the seventh day
3 of a workweek.

4 148. DEFENDANTS routinely and systematically failed to properly record accurate time
5 records for each employee showing when each employee began and ended each work period. By
6 failing to properly record hours DEFENDANTS routinely and systematically failed to compensate
7 employees at the statutory overtime rate for any work in excess of eight hours in one day or any
8 work in excess of 40 hours in any workweek as required by Labor Code section 510 and Section 3
9 of the applicable Wage Order.

10 149. Pursuant to Labor Code section 558, PLAINTIFFS and AGGRIEVED
11 EMPLOYEES are entitled to recover a penalty of \$50.00 for the initial failure to compensate
12 employees at the statutory overtime rate for any work in excess of eight hours in one day or any
13 work in excess of 40 hours in any workweek and/or failure to compensate employees at the statutory
14 double time rates for any work in excess of twelve hours in one day in addition to any underpaid
15 wages; and \$100.00 for each subsequent failure to compensate employees at the statutory overtime
16 rate for any work in excess of eight hours in one day or any work in excess of 40 hours in any
17 workweek in addition to any underpaid wages.

18 150. As a proximate result of DEFENDANTS' failure to pay overtime and/or wages as
19 alleged above, PLAINTIFFS and AGGRIEVED EMPLOYEES are entitled to recover from
20 DEFENDANTS penalties pursuant to section 558 as may be established according to proof at trial.

21 151. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages,
22 including overtime compensation and interest thereon, together with the costs of suit. Cal. Lab. Code
23 § 1198 further states that the employment of an employee for longer hours than those fixed by the
24 Industrial Welfare Commission is unlawful.

25 152. During PLAINTIFFS' and other AGGRIEVED EMPLOYEES' employment and the
26 PAGA PERIOD, DEFENDANTS required PLAINTIFFS and other AGGRIEVED EMPLOYEES
27 to work overtime for DEFENDANTS and were not paid for all the time they worked, including
28 overtime work.

1 153. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested,
2 without limitation, applicable to AGGRIEVED EMPLOYEES as a whole, as a result of
3 implementing a uniform policy and practice that failed to accurately record overtime worked by
4 PLAINTIFFS and other AGGRIEVED EMPLOYEES and denied accurate compensation to
5 PLAINTIFFS and other AGGRIEVED EMPLOYEES for overtime worked, including, the overtime
6 work performed in excess of eight (8) hours in a workday, and/or twelve (12) hours in a workday,
7 and/or forty (40) hours in any workweek.

8 154. DEFENDANTS acted in an illegal attempt to avoid the payment of all earned wages,
9 and other benefits in violation of the California Labor Code, the Industrial Welfare Commission
10 requirements and other applicable laws and regulations.

11 155. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,
12 PLAINTIFFS and other AGGRIEVED EMPLOYEES did not receive the correct overtime
13 compensation for their time worked for DEFENDANTS.

14 156. Cal. Lab. Code § 515 sets out various categories of employees who are exempt from
15 the overtime requirements of the law. None of these exemptions are applicable to PLAINTIFFS and
16 other AGGRIEVED EMPLOYEES. Further, PLAINTIFFS and other AGGRIEVED EMPLOYEES
17 are not subject to a valid collective bargaining agreement that would preclude the causes of action
18 contained herein this Complaint. Rather, PLAINTIFFS bring this Action on behalf of themselves,
19 and other AGGRIEVED EMPLOYEES, based on DEFENDANTS' violations of non-negotiable,
20 non-waivable rights provided by the State of California.

21 157. By virtue of DEFENDANTS' unlawful failure to accurately pay all earned
22 compensation to PLAINTIFFS and other AGGRIEVED EMPLOYEES for the true amount of
23 overtime they worked, PLAINTIFFS and other AGGRIEVED EMPLOYEES have suffered and will
24 continue to suffer an economic injury in amounts which are presently unknown to them, and which
25 will be ascertained according to proof at trial.

26 158. DEFENDANTS knew or should have known that PLAINTIFFS and the other
27 AGGRIEVED EMPLOYEES were undercompensated for their time worked. DEFENDANTS
28 systematically elected, either through intentional malfeasance or gross nonfeasance, to not pay them

1 for their labor as a matter of uniform company policy, practice and procedure, and DEFENDANTS
2 perpetrated this systematic scheme by refusing to pay PLAINTIFFS and other AGGRIEVED
3 EMPLOYEES the correct overtime wages for their overtime worked.

4 159. In performing the acts and practices herein alleged in violation of California labor
5 laws, and refusing to compensate PLAINTIFFS and other AGGRIEVED EMPLOYEES for all time
6 worked and provide them with the requisite compensation, DEFENDANTS acted and continues to
7 act intentionally, oppressively, and maliciously toward PLAINTIFFS and other AGGRIEVED
8 EMPLOYEES with a conscious of and utter disregard for their legal rights, or the consequences to
9 them, and with the despicable intent of depriving them of their property and legal rights, and
10 otherwise causing them injury in order to increase company profits at the expense of these
11 employees.

12 160. Therefore, PLAINTIFFS and other AGGRIEVED EMPLOYEES request recovery
13 of overtime wages, according to proof, interest, statutory costs, as well as the assessment of any
14 statutory penalties against DEFENDANTS, in a sum as provided by the California Labor Code
15 and/or other applicable statutes.

16 **EIGHTH CAUSE OF ACTION**

17 For Failure to Provide Accurate, Itemized Wage Statements
18 (Cal. Lab. Code §§ 226; 226.3; 1174.5)
(Against All DEFENDANT)

19 161. PLAINTIFFS and AGGRIEVED EMPLOYEES incorporate by reference and
20 reallege as if fully stated herein each and every allegation set forth above.

21 162. Labor Code section 226 requires defendants to provide employees an accurate
22 itemized statement showing (1) gross wages earned, (2) total hours worked by the employee, (3) the
23 number of piece units and rates if applicable, (4) all deductions, (5) net wages earned, (6) the
24 inclusive date of the period for which the employee is paid, (7) the name of the employee and his or
25 her social security number, (8) the name and address of the legal entity that is the employer, and (9)
26 all applicable hourly rates in effect and the corresponding number of hours worked

27 163. DEFENDANTS did not accurately record PLAINTIFFS' and other AGGRIEVED
28 EMPLOYEES' wages, off-the-clock work, and missed meal and rest breaks. DEFENDANTS failed

1 to provide an accurate wage statement in writing that properly and accurately itemizes all wages,
2 missed meal and rest periods, and reporting time wages owed to PLAINTIFFS and other
3 AGGRIEVED EMPLOYEES and thereby also failed to set forth the correct wages earned by the
4 employees.

5 164. DEFENDANTS knowingly and intentionally failed to comply with Labor Code
6 section 226(a) on each and every wage statement that they provided to PLAINTIFFS and other
7 AGGRIEVED EMPLOYEES.

8 165. By failing to keep adequate records, as required by Labor Code section 226 and 1174,
9 DEFENDANTS injured PLAINTIFFS and other AGGRIEVED EMPLOYEES making it difficult
10 for these employees to calculate the minimum wages owed. Those injuries include unpaid wages,
11 interest, and penalties thereon.

12 166. PLAINTIFFS seek to recover the statutory penalties provided by Labor Code section
13 226(e), 226.3, and 1174.5 for the wage statement violations committed by DEFENDANT.

14 **NINTH CAUSE OF ACTION**

15 For Failure to Reimburse Business Expenses
16 (Cal. Lab. Code §§ 2802)
(Against DEFENDANT)

17 167. PLAINTIFFS and AGGRIEVED EMPLOYEES incorporate by reference and
18 reallege as if fully stated herein each and every allegation set forth above.

19 168. Pursuant to California Labor Code section 2802, DEFENDANTS are required to
20 indemnify PLAINTIFFS and other AGGRIEVED EMPLOYEES for the expenses and losses
21 incurred during the performance of their job duties. The purpose of this statute is to prevent
22 employers from passing their operating expenses on to their employees.

23 169. In violation of Labor Code section 2802, DEFENDANTS failed to reimburse
24 PLAINTIFFS and other AGGRIEVED EMPLOYEES for necessary business expenditures for use
25 of their personal cell phone, uniforms, and work materials.

26 170. DEFENDANTS sought to pad their own pockets at the expense of their employees,
27 and instead of compensating their employees for the necessary business costs, the employer passed
28 on its costs to its employees.

1 171. DEFENDANTS intentionally failed to reimburse its employees for the actual
2 expenses incurred and thereby increased its own profits to the detriment of its employees.

3 172. PLAINTIFFS and AGGRIEVED EMPLOYEES seeks to recover these business
4 expenditures, plus interest thereon, reasonable attorneys' fees, and costs, and statutory and civil
5 penalties as provided by the Labor Code in an amount to be proven.

6 173. Interest accrues from the date the employee incurred the necessary expenditure or
7 loss.

8 **TENTH CAUSE OF ACTION**

9 For Solicitation of Employees
10 (Cal. Lab. Code §§ 970, 971, 972)
(Against All DEFENDANTS)

11 174. PLAINTIFFS and AGGRIEVED EMPLOYEES incorporate by reference and
12 reallege as if fully stated herein each and every allegation set forth above.

13 175. Pursuant to Labor Code section 970, no person shall influence or persuade any person
14 to change from one place to another in this State for the purpose of working in any branch of labor
15 through knowingly false representations regarding the compensation for the work.

16 176. As detailed above, DEFENDANTS misrepresented the working conditions, hours of
17 work, and benefits to PLAINTIFFS and other AGGRIEVED EMPLOYEES to PLAINTIFFS' and
18 other AGGRIEVED EMPLOYEES' detriment.

19 177. PLAINTIFFS and other AGGRIEVED EMPLOYEES relied on DEFENDANTS
20 representations to accept their position and DEFENDANTS did not provide the promised
21 representations.

22 178. Pursuant to section 971 and 972, any person who violates Section 970 is guilty of a
23 misdemeanor and civilly liable to the party aggrieved, and subject to double damages resulting from
24 such misrepresentations.

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1 in the applicable sections of the Labor Code, and if not specifically provided, those under section
2 2699(f), and shall include those amounts sufficient to recover underpaid wages pursuant to Labor
3 Code sections §§ 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.2, 226.3, 226.7, 510, 512, 558,
4 970, 971, 972, 1193.6 1194, 1194.2, 1197, 1197.1, 1174, 1174.5, 1198, 1198.5, 1199, 2802, and
5 2699, subdivisions (a) and (f).

6 182. PLAINTIFFS filed this complaint after the LWDA was afforded the opportunity to
7 consider PLAINTIFFS'S notice of DEFENDANTS' Labor Code violations and of PLAINTIFFS'S
8 intent to prosecute a private enforcement action for civil penalties under PAGA. After the LWDA
9 declined to investigate, PLAINTIFFS brought this PAGA cause of action against DEFENDANTS,
10 pursuant to California Labor Code section 2699.3, subdivision (a)(2)(A).

11 **DEMAND FOR RELIEF**

12 WHEREFORE, PLAINTIFFS prays for a judgment against each DEFENDANT, jointly and
13 severally, as follows:

14 1. On behalf of the PLAINTIFFS:

15 A. An order requiring DEFENDANT to pay all regular wages and all sums unlawfully
16 withheld from compensation due to PLAINTIFFS and other AGGRIEVED EMPLOYEES;

17 B. Compensatory damages, according to proof at trial, including unpaid wages, due to
18 PLAINTIFFS and other AGGRIEVED EMPLOYEES, during the applicable PAGA Period plus
19 interest thereon at the statutory rate;

20 C. Restitutionary disgorgement of DEFENDANT'S ill-gotten gains into a fluid fund for
21 restitution of the sum's incidental to DEFENDANT'S violations due to PLAINTIFFS and to other
22 AGGRIEVED EMPLOYEES.

23 D. Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and the
24 applicable IWC Wage Order;

25 E. The wages of all terminated employees from the AGGRIEVED EMPLOYEES as a
26 penalty from the due date thereof at the same rate until paid or until an action therefore is
27 commenced, in accordance with Cal. Lab. Code § 203;

28 F. The greater of all actual damages or fifty dollars (\$50) for the initial pay period in

1 which a violation occurs and one hundred dollars (\$100) per employee for each violation in a
2 subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and
3 an award of costs for violation of Cal. Lab. Code § 226.

4 G. Punitive damages in an amount to punish DEFENDANT to be proven at trial.

5 H. Liquidates damages pursuant to Cal. Lab. Code § 1194.2 in an amount equal to the
6 unpaid minimum wages according to proof at trial;

7 I. Double compensatory damages pursuant to Cal. Lab. Code § 972 or punitive
8 damages in an amount to punish DEFENDANT;

9 2. On Behalf of the State of California and with respect to all AGGRIEVED EMPLOYEES

10 i. Recovery of civil penalties as prescribed by the Labor Code Private Attorneys
11 General Act of 2004;

12 2. On all claims:

13 A. An award of interest, including prejudgment interest at the legal rate;

14 B. Such other and further relief as the Court deems just and equitable; and

15 C. An award of penalties, attorneys' fees, and cost of suit, as allowable under the law.

16
17 DATED: January 2, 2024

Respectfully submitted,

18 **EMRAN LAW**

19
20 By: 
21 Harris Emran
22 Attorney for PLAINTIFFS and
23 OTHER AGGRIEVED EMPLOYEES
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DEMAND FOR A JURY TRIAL

PLAINTIFFS demand a jury trial on issues triable to a jury.

DATED: January 2, 2024

EMRAN LAW

By: 
Harris Emran
Attorney for PLAINTIFFS and OTHER
AGGRIEVED EMPLOYEES