

1 Navid Barahmand (SBN. 340934)
navid@barahmandlaw.com
2 **BARAHMAND LAW GROUP**
23801 Calabasas Road, Suite 2034
3 Calabasas, California 91302
4 tel: (818) 574-3355
fax: (818) 574-3757
5 Attorneys for Plaintiffs and the Aggrieved
Employees

Electronically Filed
by Superior Court of CA,
County of Santa Clara,
on 8/17/2026 9:46 AM
Reviewed By: T. Flores
Env. #24833929

- Case #26CV500960

7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
8 **FOR THE COUNTY OF SANTA CLARA**

10 **Alexis Guzman**, individually and on behalf of
11 all similarly situated individuals, **Jessery**
12 **Guzman**, individually and on behalf of all
similarly situated individuals

13 Plaintiffs,

14 vs.

15 **DGDG 4, LLC**; a California Limited Liability
16 Company; **Jeremy Beaver**, an individual; and
17 **Does 1-10**, inclusive;

18 Defendants.

CASE NO. 26CV500960

REPRESENTATIVE COMPLAINT FOR:

1) **PAGA Penalties** (Labor Code §§ 2698, *et seq.*)

1 Plaintiffs Alexis Guzman and Jessery Guzman (collectively “Plaintiffs”), on behalf of the State
2 of California, solely in their representative capacity as a private attorney general under the Private
3 Attorney General Act of 2004, Labor Code § 2699, et seq. (“PAGA”), hereby bring this action on
4 behalf of all “aggrieved employees” and alleges as follows, by and through their counsel of record:

5 **PAGA ONLY ACTION**

6 1. PAGA authorizes “an aggrieved employee, acting as a proxy or agent of the state Labor
7 and Workforce Development Agency, to bring a civil action against an employer on behalf of himself
8 or herself and other current or former employees to recover civil penalties for Labor Code violations
9 they have sustained.” *Adolph v. Uber Techs.*, 14 Cal.5th 1104, 1113 (Cal. 2023).

10 2. “PAGA is designed primarily to benefit the general public, not the party bringing the
11 action.” *Id.*, at 1117. “A PAGA claim for civil penalties is fundamentally a law enforcement action. The
12 government entity on whose behalf the plaintiff files suit is the real party in interest.” *Id.* PAGA’s
13 default civil penalties are thus calculated to punish the employer for wrongdoing and to deter violations
14 rather than “compensate employees for actual losses incurred.” *Id.*

15 3. Under the authority expressed in *Adolph*, Plaintiffs do not bring suit in their individual
16 capacity and do not seek to recover anything through this suit other than civil penalties as permitted
17 under PAGA—they bring this action solely in their representative capacity under the PAGA, on behalf
18 of the State of California, the public, and all aggrieved employees of Defendants.

19 4. To the extent that statutory violations are mentioned for wage violations, Plaintiffs do
20 not seek underlying general and/or special damages for those violations, but only reference those
21 predicate violations as part of the State’s claim for civil penalties under PAGA.

22 5. Nothing in this complaint is—or should be construed—as an attempt to seek any relief
23 that would not be available in a PAGA-only proceeding.

24 **THE PARTIES**

25 6. Plaintiff **Alexis Guzman** (“Alexis Guzman”) is a resident of the County of Santa Clara
26 in the State of California. Alexis Guzman began his employment on April 19, 2021, where he is
27 currently employed by Defendants as an hourly, non-exempt employee.

28 7. Plaintiff **Jessery Guzman** (“Jessery Guzman” and collectively with Alexis Guzman,

1 “Plaintiffs”) is a resident of the County of Santa Clara in the State of California. Jessery Guzman worked
2 for Defendant as a non-exempt, hourly employee from on or around January 24, 2024 to May 29, 2026.

3 8. Defendant **DGDG 4, LLC** (“DGDG4”) is a California Limited Liability with a
4 principal place of business located at 911 Capitol Expressway Auto Mall, San Jose, Ca 95136. Upon
5 information and belief, DGDG4 employs approximately 50 hourly, non-exempt employees.

6 9. Defendant **Jeremy Beaver** (“Mr. Beaver”) is an individual who, on information and
7 belief, resides in the County of Santa Clara. Upon information and belief, Mr. Beaver is the Managing
8 Member of DGDG4. Per Labor Code § 558.1, since Mr. Beaver is a managing agent, director, and/or
9 officer of DGDG4 and, upon information and belief, as he caused or directed the acts described herein,
10 he is personally liable for the penalties sought under PAGA for predicate violations of the Labor Code
11 asserted herein.

12 10. The true names and capacities of the defendants named herein as Does 1 through 10,
13 inclusive (together with DGDG4 and Mr. Beaver as “Defendants”), are unknown to Plaintiffs at this
14 time. Accordingly, Plaintiffs bring this suit against them by fictitious names pursuant to California Code
15 of Civil Procedure section 474. Plaintiffs believe that each of the Doe Defendants is a California
16 resident and/or does substantial business in the State of California. At all relevant times, Does 1
17 through 10 were acting within the course and scope of their employment and agency with Defendants.
18 Plaintiffs are informed and believe that each Doe Defendant is responsible for the injuries and damages
19 alleged herein. Plaintiffs will amend this complaint to reflect Does 1 through 10’s true names and
20 capacities when they have been determined.

21 11. Except as otherwise noted herein, Defendants participated in the acts alleged herein
22 and/or were the agents, servants, employees, or representatives of the other Defendants. At all times
23 relevant to this complaint, Defendants were acting within the course, scope, and authority of their
24 agency and employment such that the acts of one defendant are legally attributable to the other
25 Defendants. Defendants, in all respects, acted as employers and/or joint employers of Plaintiffs and
26 Aggrieved Employees in that each of them exercised control over the wages, hours, and/or working
27 conditions of Defendants’ hourly non-exempt employees.

JURISDICTION AND VENUE

12. The court has jurisdiction over all causes of action in this complaint pursuant to Article VI, section 10 of the California Constitution. No federal question is at issue; Plaintiffs rely solely on California statutes and law, including the Labor Code, IWC Wage Orders, Code of Civil Procedure, and the Business & Professions Code.

13. Venue as to Defendants is proper in this Superior Court pursuant to California Code of Civil Procedure section 395. The unlawful acts alleged have directly affected Plaintiffs and similarly situated employees within and throughout Santa Clara County.

GENERAL ALLEGATIONS

14. At all times relevant to this Complaint, Defendants employed Plaintiffs and Aggrieved Employees at a car dealership. Despite this, Plaintiffs and the Aggrieved Employees were not paid for all hours worked. This included, without limitation: (1) requiring technicians to remain clocked out while waiting for work assignments; (2) requiring technicians to remain available for work while off-the-clock; (3) directing technicians to inaccurately record their time by instructing them not to clock into customer-pay repair orders and instead clock into warranty repair orders; and (4) requiring technicians to complete mandatory training while off-the-clock.

15. Upon information and belief, Defendants and their managers monitored technicians based on productivity, including the amount of labor billed relative to recorded work time and the amount of non-productive or “non-workable” time attributed to each technician. To artificially improve these metrics and create the appearance that technicians were operating more efficiently, managers instructed technicians to remain clocked out during periods in which no customer-pay work was available, even though they were required to remain on the premises, available to perform work, and subject to Defendants’ control.

16. Defendants also required Plaintiffs and Aggrieved Employees to attend and complete mandatory training sessions while clocked out. Plaintiffs and Aggrieved Employees were required to remain at the dealership and participate in such training, yet Defendants failed to compensate them for the time spent attending and completing the training. Upon information and belief, Plaintiffs and Aggrieved Employees who failed the training were not compensated for the time spent participating in

1 it. As a result of these practices, Plaintiffs and Aggrieved Employees were not paid for all hours worked
2 and were denied wages for compensable time spent under Defendants' control.

3 17. Defendants were aware of these violations as they willfully failed to pay Plaintiffs and
4 Aggrieved Employees.

5 18. As a matter of uniform and systemic policy, Defendants failed to authorize and/or
6 permit non-exempt employees to take bona fide meal and rest breaks pursuant to Labor Code § 226.7.
7 Upon information and belief, Aggrieved Employees, including Plaintiffs, were required to skip or
8 interrupt their meal and/or rest periods to service vehicles, otherwise interrupt or cut short their meal
9 and/or rest periods, or remain on duty and under Defendants' control during their meal and/or rest
10 periods to perform other tasks at Defendants' directions due to Defendants' policies and practices,
11 including their scheduling and staffing practices and policies.

12 19. Accordingly, Defendants failed to authorize and permit compliant meal periods as
13 required by law.

14 20. In the same manner, and as a matter of uniform and systemic policy, Defendants require
15 non-exempt employees to continue working during their rest periods to service vehicles, answer phone
16 calls, otherwise interrupting or cutting short their rest periods, or remain on duty and under
17 Defendants' control during their rest periods to perform other tasks at Defendants' directions due to
18 Defendants' policies and practices, including their scheduling and staffing practices and policies.

19 21. Accordingly, Defendants failed to authorize and permit compliant rest periods as
20 required by law.

21 22. In failing to authorize and/or permit meal and rest periods, Defendants have also
22 implemented a uniform policy of denying all required compensation in lieu of meal and rest periods to
23 its non-exempt employees, notwithstanding its actual knowledge that such employees were uniformly
24 denied compliant meal and rest periods.

25 23. As a matter of uniform and systemic policy, Defendants failed to provide its non-
26 exempt employees with accurate itemized wage statements in accordance with California's Labor Code.
27 Upon information and belief, Defendants failed to furnish Plaintiffs, or Aggrieved Employees, either
28 semimonthly or at the time of each payment of wages, either as a detachable part of the check or

1 separately, an accurate, itemized statement in writing showing sick pay, gross wages earned, all
2 deductions, and the net wages earned by Plaintiffs for the inclusive dates for which the Plaintiffs
3 worked, including the unpaid premium payments owed to Plaintiffs and the Aggrieved Employees for
4 their missed meal and rest breaks.

5 **FIRST CAUSE OF ACTION**

6 ***California Labor Code §2699, et seq.***

7 ***Private Attorneys General Act (“PAGA”) Penalties***

8 **(Plaintiffs and Aggrieved Employees Against Defendants)**

9 24. Standing. Under the California Private Attorneys General Act (“PAGA”), Labor Code
10 § 2698, *et seq.*, an aggrieved employee may bring a representative action as a private attorney general,
11 on behalf of himself and other current or former employees to recover penalties for an employer’s
12 violations of the Labor Code and IWC Wage Orders.

13 25. Plaintiffs are “aggrieved employee[s]” with standing to bring an action under PAGA,
14 as they were employed by Defendants during the applicable statutory period and suffered the Labor
15 Code violations alleged herein.

16 26. Plaintiffs, on behalf of themselves, the State of California, and all other Aggrieved
17 Employees, brings this representative action pursuant to Labor Code § 2699, *et seq.*, seeking civil
18 penalties for Defendants’ violation of Labor Code §§ 201, 203, 226, 226.3, 226.7, 432, 510, 512, 558,
19 1182.12, 1174, 1194, 1194.2, 1197, 1197.1, 1198.5, and 1199 as described herein, plus attorneys’ fees
20 and costs.

21 27. Plaintiffs do not bring suit in their individual capacity and do not seek to recover
22 anything through this suit other than civil penalties as permitted under PAGA—they bring this action
23 solely in their representative capacity under the PAGA, on behalf of the State of California and all
24 aggrieved employees of DGDG4.

25 28. Entitlement to Penalties. Under the California Private Attorneys General Act
26 (“PAGA”), Labor Code § 2698, *et seq.*, an aggrieved employee may bring a representative action as a
27 private attorney general, on behalf of themselves and other current or former employees, against whom
28 a violation of the same provision(s) was committed, as well as the general public, to recover penalties

1 for an employer's violations of the Labor Code and IWC Wage Orders within one year of filing a notice
2 to the Labor and Workforce Development Agency.

3 29. These penalties shall be allocated sixty-five percent to the Labor and Workforce
4 Development Agency and thirty-five percent to the aggrieved employees.

5 30. These penalties may be "stacked" separately for each of Defendants' violations of the
6 Labor Code, subject to the exception enumerated in Labor Code section 2698(i). *See, e.g., Guzman v.*
7 *Towne Park, Ltd.*, No. CV 12-02972, 2012 WL 2373372, at *17 n.77 (C.D. Cal. June 22, 2012); *see also*
8 *O'Connor v. Uber Techs., Inc.*, No. 13-CV-03826-EMC, 2016 WL 3548370, at *7 (N.D. Cal. June 30, 2016);
9 Labor Code § 2698(i).

10 31. *Failure to Pay Minimum Wage for All Hours Worked.* California law requires employers to
11 compensate employees for all time that an employee is "suffered or permitted to work," which includes
12 all time "when any employer 'directs, commands or restrains' an employee." *See, e.g., Morillion v. Royal*
13 *Packing Co.*, 22 Cal. 4th 575, 583 (2000).

14 32. Defendants failed to compensate Plaintiffs and the Aggrieved Employees for all hours
15 worked because Defendants required their non-exempt employees to work through their legally
16 mandated meal and/or rest period or remain on duty and under Defendants' control during their meal
17 and/or rest periods to perform other tasks at Defendants' directions due to Defendants' policies and
18 practices, including their scheduling and staffing practices and policies.

19 33. Defendants failed to compensate Plaintiffs and Aggrieved Employees for all hours
20 worked, including time spent performing work, attending mandatory training, and remaining under
21 Defendants' control while off-the-clock.

22 34. Accordingly, Defendants failed to pay Plaintiffs and Aggrieved Employees for all hours
23 worked where they were under the control of Defendants.

24 35. *Failure to Pay Required Overtime.* California Labor Code §§ 510 and 1198 provide that it is
25 unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or
26 two-times that person's regular rate of pay, depending on the number of hours worked by the person
27 on a daily or weekly basis.

28 36. Plaintiffs and Aggrieved Employees who work more than eight hours in a day or more

than forty hours in a workweek are to be paid at the rate of time and one-half (1½) for all hours worked in excess of eight hours in a day or more than forty hours in a workweek. An employee's regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including commissions, non-discretionary bonuses and incentive pay. *Alvarado v. Dart Container Corp.*, 4 Cal. 5th 542, 573 (2018), as modified (Apr. 25, 2018).

37. Plaintiffs and other Aggrieved Employees were not paid overtime premiums for all of the hours they worked in excess of eight hours in a day, in excess of twelve hours in a day, in excess of eight hours on the seventh consecutive day of work in a workweek, and in excess of forty hours in a week.

38. *Failure to Provide Compliant Meal Periods.* Labor Code section 226.7, 512(a), and 1198 provide that no employer shall require an employee to work during any meal period mandated by an applicable order of the IWC. "An off-duty meal period, therefore, is one in which the employee is relieved of all duty during the 30-minute meal period . . . an employer's obligation is to provide an off-duty meal period: an uninterrupted 30-minute period during which the employee is relieved of all duty." *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1035 (2012).

39. Defendants' policies and practices served to deprive the Aggrieved Employees of legally compliant 30-minute breaks free of employer control and/or relieved of all duties.

40. Upon information and belief, employees were required to skip breaks, interrupt their breaks, cut them short, take them after the fifth hour of work, work through them due to Defendants' policies and practices.

41. *Failure to Provide Compliant Rest Periods.* Labor Code § 226.7, 512(a), and 1198 provide that no employer shall require an employee to work during any rest or meal period mandated by an applicable order of the IWC. Employers must authorize and permit employees to be relieved of all duty during their rest and meal periods: "A rest period, in short, must be a period of rest."¹ *Augustus v. ABM*

¹ Employees must also be free to leave the premises. *Augustus*, 2 Cal. 5th at 270; *see also* Department of Industrial Relations, "Rest Periods/Lactation Accommodations," available at https://www.dir.ca.gov/dlse/FAQ_RestPeriods.htm ("Q. Can my employer require that I stay on the work premises during my rest period? A. No, your employer cannot impose any restraints not inherent in the rest period requirement itself.")

1 *Sec. Servs., Inc.*, 2 Cal.5th 257, 273 (2016).

2 42. On information and belief, Defendants failed to authorize or permit all required
3 compliant paid rest periods for shifts worked by Aggrieved Employees by requiring them to skip rest
4 periods, interrupt rest periods, work through rest periods, or remain under Defendant's control during
5 breaks due to Defendants' policies and practices.

6 43. *Failure to Provide and Maintain Records.* Labor Code § 226 provides that employers "shall
7 afford current and former employees the right to inspect or receive a copy of records pertaining to
8 their employment, upon reasonable request to the employer" and that employers "shall comply with
9 the request as soon as practicable, but no later than 21 calendar days from the date of the request."

10 44. Labor Code § 1198.5 provides that "[u]pon a written request from a current or former
11 employee, or his or her representative, the employer shall also provide a copy of the personnel records,
12 at a charge not to exceed the actual cost of reproduction, not later than 30 calendar days from the date
13 the employer receives the request . . ."

14 45. Labor Code § 432 provides that "[i]f an employee or applicant signs any instrument
15 relating to the obtaining or holding of employment, he shall be given a copy of the instrument upon
16 request."

17 46. Labor Code § 1174 requires employers to maintain payroll records showing the hours
18 worked daily by all employees, for a time not less than three years. Industrial Wage Order No. 5, Section
19 7 requires that an employer maintain "time records showing when the employee begins and ends each
20 work period" and make those records available to any employee upon reasonable request. *Id.*

21 47. Plaintiff Alexis Guzman, through counsel, requested copies of records maintained
22 pursuant to Labor Code sections 226, 432, 1174, and 1198.5 by certified letter dated May 7, 2026.

23 48. Defendants did not provide Plaintiff's payroll records until June 6, 2026.

24 49. Labor Code § 226(f) and (h) sets forth that if an employer fails to permit a current or
25 former employee to inspect or copy records required to be kept under that section within 21 days of a
26 request to inspect, that employer is liable to the employee for a penalty of \$750, and the employee is
27 entitled to bring an action for injunctive relief to enforce compliance and shall be entitled to an award
28 of costs and reasonable attorney's fees in doing so. Labor Code § 1198.5(k) sets forth that if an

1 employer fails to permit a current or former employee to inspect or copy records relating to the
2 employee's performance or to any grievance concerning the employee within 30 days of a request to
3 inspect, that employer is liable to the employee for a penalty of \$750, and the employee is entitled to
4 bring an action for injunctive relief to enforce compliance and shall be entitled to an award of costs
5 and reasonable attorney's fees in doing so.

6 50. Defendants have a policy and practice of denying requests for employee records to their
7 current and former employees in California that violates Labor Code §§ 226, 432, 1174, and 1198.5 and
8 the Wage Orders. Upon information and belief, Defendants also fail to maintain these records for the
9 statutorily prescribed length of time.

10 51. *Failure to Provide and Maintain Compliant Wage Statements.* Labor Code § 226 requires
11 employers to furnish employees with an accurate, itemized statement in writing showing, among other
12 things, (1) gross wages earned; (2) total hours worked by the employee (for hourly-paid, non-exempt
13 employees); (3) all deductions; (4) net wages earned; (5) the inclusive dates of the period for which the
14 employee is paid; (6) the name of the employee and the last four digits of his or her social security
15 number; (7) the name and address of the legal entity that is the employer; and (8) all applicable hourly
16 rates in effect during the pay period and the corresponding number of hours worked at each hourly
17 rate by the employee.

18 52. At all times relevant to this complaint, Defendants' failure to pay premium wages for
19 missed meal and/or rest periods further ensured that Plaintiff and Aggrieved Employees' wage
20 statements inaccurately reflected gross and net wages earned. Defendants' failure to compensate all
21 hours worked, earned premium pay, and/or all required overtime hours and rates further left the wage
22 statements they provided to employees to be inaccurate.

23 53. Defendants have also failed to keep accurate payroll records for Plaintiffs and
24 Aggrieved Employees in accordance with Labor Code § 1174. Defendants' failure to keep and maintain
25 accurate payroll records reflecting hours worked and wages earned has impeded Plaintiff and Aggrieved
26 Employees' ability to calculate unpaid wages earned.

27 54. Defendants knowingly and intentionally failed to comply with Labor Code § 226,
28 causing injury and damages to Plaintiffs and Aggrieved Employees.

55. Procedural Requirements Met. On June 11, 2026, Plaintiffs electronically filed a notice of claims with the LWDA and sent a copy to Defendants by certified mail. Plaintiff did not receive notice from the LWDA that it would be investigating the complaint nor did Plaintiffs receive notice from the LWDA that it was declining to investigate with the 65-day period under Labor Code § 2699.3. On August 16, 2026, the sixty-five-day notice period expired as to all defendants. Since the LWDA took no steps within the prescribed time to intervene, Plaintiffs have exhausted all required administrative remedies required to seek penalties under PAGA. *See* Lab. Code § 2699.3(a)(2). A true and correct copy of Plaintiffs' PAGA Notice is attached herein as **Exhibit A**.

56. Plaintiffs—as representatives of the People of the State of California—are entitled to seek any and all penalties otherwise capable of being collected by the Labor Commission or Department of Labor Standards Enforcement (“DLSE”) on behalf of the State of California through this Action.

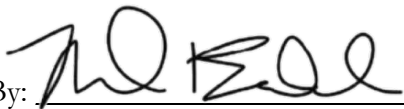
PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully prays for judgment as follows:

- A. For civil penalties under PAGA to be determined by trial;
- B. For pre- and post-judgment interest as allowed;
- C. For preliminary and permanent injunctive relief;
- D. For reasonable attorney’s fees and costs and expert fees and costs; and
- E. For such other relief as this Court deems just and proper.

Dated: August 17, 2026

BARAHMAND LAW GROUP

By: 

Navid Barahmand
Attorneys for Plaintiffs and the Aggrieved
Employees

EXHIBIT A

BARAHMAND LAW GROUP

23801 Calabasas Road, Suite 2034

Calabasas, California 91302

Office: (818) 574-3355 | Direct: (818) 574-3210

www.BarahmandLaw.com



June 11, 2026

Original filed online via the LWDA's PAGA Claim Notice Portal

LABOR & WORKFORCE DEVELOPMENT AGENCY

1515 Clay Street, Suite 801

Oakland, California 94612

Copy Sent Certified Mail to:

Will Steadman – Agent for Service of Process

DGDG 4, LLC

905 Capitol Expressway

Auto Mall

San Jose, California 95136

Re: Private Attorneys General Act (“PAGA”) Notice Letter of Alexis Guzman and Jessery Guzman on Behalf of Themselves and Aggrieved Employees Under California Labor Code Section 2699.3

Dear Sir/Madam:

We represent Alexis Guzman and Jessery Guzman (collectively, “Plaintiffs”) against Defendant DGDG 4, LLC and Chief Executive Officer Jeremy Beaver (collectively, “Defendants”) in a lawsuit soon to be filed against Defendants in Santa Clara County Superior Court (the “Action”). A copy of the proposed Complaint to be filed in the Action is enclosed as **Exhibit A**.

Together with this correspondence, the enclosed Complaint serves as notice pursuant to Labor Code § 2699.3, *et seq.* that we intend to prosecute representative claims for civil penalties under the Private Attorney’s General Act (“PAGA”) on behalf of those of Defendants’ employees employed from one year prior to filing of this Notice through trial (the “Aggrieved Employees”) for the Labor Code violations asserted in the Complaint. *See* Cal. Lab. Code §§ 2699, *et seq.*

As set forth in greater detail in the Complaint, Defendant violated their obligations under the California Labor Code by (1) failing to pay minimum wage for all hours worked; (2) failing to provide overtime hours; (3-4) failing to provide meal and rest breaks pursuant to Lab. Code § 226.7(b); (5) failing to provide and maintain records under Lab. Code §§ 226, 432, and 1198.5, and (6) failing to reimburse necessary business expenditures.

//

//

California Labor and Workforce Development Agency
June 11, 2026

Please feel free to contact us with any questions.

Very truly yours,

BARAHMAND LAW GROUP

A handwritten signature in black ink, appearing to read 'Navid Barahmand', written in a cursive style.

NAVID BARAHMAND, ESQ.
Navid@barahmandlaw.com

Enclosure: Exhibit A – Draft Complaint