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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

ALEJANDRO DANIEL, individually and on behalf of the State of California and all other aggrieved employees,
Plaintiff,

vs.

CLASSIC COLLISION CORPORATE SERVICES, LLC, a Georgia corporation; and DOES 1 through 20, inclusive,
Defendants.

Case No. 26CU052220C

REPRESENTATIVE ACTION COMPLAINT FOR CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE § 2699, ET SEQ.)

Plaintiff ALEJANDRO DANIEL ("Plaintiff"), individually and as a proxy of the State of California and on behalf of all other aggrieved employees, by and through his attorneys, Pancer Law Corporation, alleges as follows:

INTRODUCTION

1. This is a representative enforcement action brought under the Labor Code Private Attorneys General Act of 2004, California Labor Code sections 2698 through 2699.8 ("PAGA"). Plaintiff brings this action as an aggrieved employee, acting on behalf of the State of California and all other aggrieved employees of Defendants, to recover civil penalties for Defendants' violations of the California Labor Code and the applicable Industrial Welfare Commission Wage Order.

2. This action seeks only the civil penalties recoverable under PAGA and the remedies available under Labor Code section 2699. It is separate from, and does not assert, Plaintiff's individual claims for damages, statutory penalties, and other relief alleged in his separately filed individual complaint.

THE PARTIES

3. Plaintiff Alejandro Daniel is an individual who resides, and at all relevant times resided, in the County of San Diego, California. Defendants employed Plaintiff as a piece-rate, non-exempt Auto Body Technician at their Classic Collision auto shop in La Mesa, California, from approximately October 1, 2025 to approximately May 22, 2026. Plaintiff is an "aggrieved employee" within the meaning of Labor Code section 2699, subdivision (c), because he was employed by Defendants and personally suffered each of the Labor Code violations alleged herein during the applicable limitations period.

4. Defendant Classic Collision Corporate Services, LLC is, and at all relevant times was, a Georgian corporation doing business in the County of San Diego, California. Defendant owns and operates Classic Collision locations throughout California. Defendant was Plaintiff's employer within the meaning of the Labor Code and the applicable Industrial Welfare Commission Wage Order.

5. Plaintiff does not know the true names and capacities of the defendants sued herein as Does 1 through 20, inclusive, and therefore sues these defendants by fictitious names pursuant to

California Code of Civil Procedure section 474. Plaintiff will amend this Complaint to allege their true names and capacities when ascertained. Plaintiff is informed and believes, and on that basis alleges, that each fictitiously named defendant is responsible in some manner for the acts and violations alleged herein.

6. Plaintiff is informed and believes, and on that basis alleges, that at all relevant times each Defendant was the agent, employer, joint employer, representative, or employee of each of the remaining Defendants and, in doing the acts alleged herein, was acting within the course and scope of that agency, employment, or representative capacity. The acts and omissions alleged herein were performed by Defendants' managerial employees, and Defendants authorized, ratified, and condoned a continuing pattern of unlawful practices in violation of the California Labor Code. Classic Collision Corporate Services, LLC and Does 1 through 20 are referred to collectively as "Defendants."

JURISDICTION AND VENUE

7. This Court has subject matter jurisdiction over this action because it is an unlimited civil action and no statutory exception to jurisdiction applies. The civil penalties, wages, interest, attorneys' fees, and costs sought exceed the jurisdictional minimum of this Court.

8. This Court has personal jurisdiction over Defendants because Classic Collision Corporate Services, LLC conducts business in California and in the County of San Diego, and the conduct giving rise to this action occurred in California.

9. Venue is proper in this Court pursuant to Code of Civil Procedure sections 395 and 395.5 because Defendants transact business and reside in the County of San Diego, Plaintiff performed his work for Defendants in the County of San Diego, and Labor Code violations and other conduct giving rise to this action occurred in the County of San Diego.

EXHAUSTION OF ADMINISTRATIVE PREREQUISITES

10. Before commencing this action, Plaintiff complied with the notice and exhaustion requirements of Labor Code section 2699.3. On June 11, 2026, Plaintiff, through counsel, gave written notice to Defendant and to the California Labor and Workforce Development Agency ("LWDA") of the specific provisions of the Labor Code alleged to have been violated, including

the facts and theories supporting the alleged violations. Plaintiff provided the notice to the LWDA by online filing and to Defendant by certified mail, and paid the filing fee required by Labor Code section 2699.3.

11. More than sixty-five (65) calendar days have elapsed since the postmark date of Plaintiff's June 11, 2026 notice. The LWDA did not, on the same facts and theories, issue a citation, provide notice of its intention to investigate the alleged violations within the time prescribed by Labor Code section 2699.3, or otherwise preclude this action. Accordingly, Plaintiff has exhausted all administrative prerequisites and is authorized to commence and prosecute this civil action to recover civil penalties under Labor Code section 2699.

12. Plaintiff filed an amended PAGA notice on September 29, 2026, giving written notice to Defendant and to the California Labor and Workforce Development Agency ("LWDA") clarifying the specific provisions of the Labor Code alleged to have been violated, including the further facts and theories supporting the alleged violations. Plaintiff provided the notice to the LWDA by online filing and to Defendant by certified mail.

13. The facts and theories alleged in this Complaint are the same as, and are not materially different from, those set forth in Plaintiff's June 5, 2026 PAGA notice.

GENERAL FACTUAL ALLEGATIONS

14. Throughout Plaintiff's employment, Defendants employed Plaintiff and other aggrieved employees as piece-rate, non-exempt employees. The employment of Plaintiff and other aggrieved employees is governed by the Labor Code and by Industrial Welfare Commission Wage Order No. 4-2001, which regulates wages, hours, and working conditions in the auto-body repair industry.

15. Plaintiff regularly worked a full-time schedule and frequently worked overtime, working approximately 50-60 hours per pay period.

16. Defendants maintained policies and practices, aimed at reducing labor costs and prioritizing revenue over compliance, that failed to authorize and permit Plaintiff and other aggrieved employees to take legally compliant, duty-free rest periods of at least ten (10) minutes for every four (4) hours worked or major fraction thereof. As a result of Defendants' policies and

chronic understaffing, Plaintiff and other aggrieved employees were regularly required to work four (4) or more hours without being authorized and permitted a compliant rest period, and were not paid one additional hour of premium pay for each workday a compliant rest period was not provided.

17. Defendants failed to provide Plaintiff and other aggrieved employees with timely, complete, and duty-free meal periods of at least thirty (30) minutes. Defendants scheduled Plaintiff and other aggrieved employees to take a meal period after approximately five hours of work, causing them to work more than five (5) hours without a compliant meal period. Any tie Defendants paid a meal period premium they paid the meal period premium at an hourly rate of pay rather than at the regular rate of pay.

18. Defendants failed to pay Plaintiff and other aggrieved employees all wages owed, including minimum wages for all hours worked and overtime and double-time compensation for hours worked in excess of the applicable daily and weekly thresholds, including for time worked off the clock and for meal, rest, and work periods that were not properly recorded or compensated.

19. Though Plaintiff and other aggrieved employees were paid at a piece-rate, Defendants failed to provide accurate accountings of the work completed, frequently and repeatedly tallying the completed work at the lowest earning rate.

20. Defendants failed to pay Plaintiff and other aggrieved employees for rest periods and non-productive time at their regular rate of pay, while frequently requiring them to perform tasks that were not included in their piece-rate.

21. Defendants required Plaintiff and other aggrieved employees to use their personal cellular telephones to perform their duties and failed to reimburse them for the necessary business expenses they incurred, including the cost of purchasing and maintaining a cellular telephone and phone plan.

22. As a result of Defendants' unlawful policies and practices, and their failure to pay all minimum, overtime, and premium wages, Defendants furnished Plaintiff and other aggrieved employees with inaccurate and incomplete itemized wage statements and failed to maintain accurate payroll and related employment records.

23. Defendants failed to timely pay Plaintiff and other aggrieved employees all wages due upon separation of employment, and failed to timely produce personnel and payroll records upon request.

24. The violations alleged herein were committed pursuant to Defendants' uniform policies and practices and are representative in nature, having been perpetrated on all aggrieved employees of Defendants in the State of California. Plaintiff brings this action on a representative basis on behalf of himself and all other aggrieved employees.

CAUSE OF ACTION

Civil Penalties Under the Private Attorneys General Act (Labor Code § 2699, et seq.)

(By Plaintiff, as a Representative Action, Against All Defendants)

25. Plaintiff incorporates by this reference each and all of the preceding paragraphs of this Complaint as if fully set forth herein.

26. PAGA authorizes an aggrieved employee, as a proxy of the State of California, to bring a civil action to recover civil penalties for violations of the Labor Code on behalf of the employee and all other current and former aggrieved employees, pursuant to the procedures specified in Labor Code section 2699.3. Plaintiff is an aggrieved employee who personally suffered each of the violations alleged herein and has standing to prosecute this action.

27. During the applicable limitations period, Defendants committed, and caused to be committed, the following violations of the Labor Code and the applicable Wage Order against Plaintiff and other aggrieved employees:

(a) Failure to pay all overtime and double-time wages, in violation of Labor Code sections 204, 510, 558, 1194, and 1198, and the applicable Wage Order;

(b) Failure to pay minimum wages for all hours worked, in violation of Labor Code sections 1182.12, 1194, 1194.2, and 1197, and the applicable Wage Order;

(c) Failure to provide lawful, timely, complete, and duty-free meal periods, or to pay meal period premiums, in violation of Labor Code sections 226.7, 512, and 516, and the applicable Wage Order;

(d) Failure to authorize and permit lawful, timely, complete, and duty-free rest periods, or to pay rest period premiums, in violation of Labor Code sections 226.7 and 516, and the applicable Wage Order;

(e) Failure to furnish timely, accurate, and complete itemized wage statements, in violation of Labor Code section 226;

(f) Failure to timely pay all wages due upon separation of employment, in violation of Labor Code sections 201, 202, and 203;

(g) Failure to timely pay all wages earned during employment, in violation of Labor Code section 204;

(h) Failure to maintain accurate records, in violation of Labor Code sections 1174 and 1174.5, and the applicable Wage Order;

(i) Failure to reimburse necessary business expenses, including cellular telephone costs, in violation of Labor Code section 2802; and

(j) Failure to pay rest period and all non-productive time at the regular rate of pay in violation of Labor Code section 226.2.

28. As a result of the foregoing violations, Plaintiff, as a proxy for the State of California and on behalf of all other aggrieved employees, is entitled to recover civil penalties pursuant to Labor Code section 2699, including the default civil penalty of one hundred dollars ($100) for each aggrieved employee per pay period under Labor Code section 2699, subdivision (f)(2)(A), the enhanced penalty of two hundred dollars ($200) for each aggrieved employee per pay period where applicable under Labor Code section 2699, subdivision (f)(2)(B), and any civil penalty specifically provided by the Labor Code sections alleged above, in amounts according to proof.

29. Pursuant to Labor Code section 2699, subdivision (m), the civil penalties recovered shall be distributed sixty-five percent (65%) to the LWDA and thirty-five percent (35%) to the aggrieved employees.

30. Pursuant to Labor Code section 2699, subdivision (k), Plaintiff is entitled to an award of reasonable attorneys' fees and costs, including the filing fee paid under Labor Code section 2699.3, and to injunctive relief to ensure Defendants' compliance with the Labor Code.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and as a representative on behalf of the State of California and all other aggrieved employees, prays for judgment against Defendants, and each of them, as follows:

1. For civil penalties under Labor Code section 2699, including the penalties set forth in subdivisions (f)(2)(A) and (f)(2)(B) and any penalties specifically provided by the Labor Code provisions alleged herein, for each aggrieved employee for each pay period, according to proof;

2. For all unpaid wages recoverable as civil penalties under Labor Code section 2699 and the underlying Labor Code provisions, according to proof;

3. For reasonable attorneys' fees and costs pursuant to Labor Code section 2699, subdivision (k), including reimbursement of the PAGA filing fee;

4. For injunctive relief requiring Defendants to comply with the Labor Code and the applicable Wage Order;

5. For prejudgment and post-judgment interest as allowed by law;

6. For costs of suit incurred herein; and

7. For any and all other relief the Court deems just and proper.

Respectfully submitted,

Dated: September 30, 2026

PANCER LAW CORPORATION

By: ___*/s/Joe Virgilio*_____
Joe Virgilio
Attorneys for Plaintiff
ALEJANDRO DANIEL and all other aggrieved employees similarly situated