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9 Attorneys for Plaintiff JOSE CASTILLO,
on behalf of the general public as private attorney general

10
11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
FOR THE COUNTY OF ORANGE

12 JOSE CASTILLO, on behalf of the general
13 public as private attorney general,

14 Plaintiff,

15 v.

16 COSTA MESA-CJD, INC., a California
17 corporation, doing business as ORANGE
COAST CHRYSLER JEEP DODGE RAM
18 FIAT and DOES 1-50, inclusive,

19 Defendant.
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30-2026-01595691-CU-OE-CXC

CASE NO.: Assigned for All Purposes:

Judge William Claster

Dept. CX101

**PAGA REPRESENTATIVE ACTION
COMPLAINT PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL
ACT (Labor Code §§ 2698 *et seq.*)**

COMES NOW Plaintiff JOSE CASTILLO (“Plaintiff”), on behalf the general public and all non-exempt aggrieved employees, acting on behalf of the California Attorney General as private attorney general, asserts claims against Defendant COSTA MESA-CJD, INC., a California corporation, doing business as ORANGE COAST CHRYSLER JEEP DODGE RAM FIAT, and DOES 1-50, inclusive (collectively “Defendant”) as follows:

I. INTRODUCTION

1. This is a representative action for recovery of penalties under the Private Attorneys General Act of 2004 (“PAGA”), Cal. Lab. Code sections 2698 *et seq.* PAGA permits “aggrieved employees” to bring a lawsuit as a representative action on behalf of the general public as private attorney general and all other current and former aggrieved employees, to recover civil penalties and address an employer’s violations of the California Labor Code.

2. In this case, Defendant violated various provisions of the California Labor Code. As set forth below, Defendant implemented policies and practices which led to unpaid wages resulting from Defendant’s: (a) failure to pay wages including overtime, (b) failure to provide meal periods for every work period exceeding more than ten (10) hours per day and failure to pay an additional hour’s of pay or accurately pay an additional hour’s of pay in lieu of providing a meal period; (c) failure to provide rest breaks for every four hours or major fraction thereof worked and failure to pay an additional hour’s of pay or accurately pay an additional hour’s of pay in lieu of providing a rest period; (d) failing to timely pay wages during employment, (e) failing to provide accurate itemized wage statements, and (f) failing to reimburse business expenses. As a result Plaintiff seeks penalties under Labor Code 2698, *et. seq.* on behalf of the general public as private attorney general and all other aggrieved employees.

II. JURISDICTION AND VENUE

3. The California Superior Court has jurisdiction over this action pursuant to California Constitution Article VI, Section 10, which grants the Superior Court “original jurisdiction in all cases except those given by statute to other trial courts.” The statutes under which this action is brought do not give jurisdiction to any other court.

4. This Court has jurisdiction over Defendant because, upon information and belief,

1 each Defendant either has sufficient minimum contacts in California, or otherwise intentionally
2 avails itself of the California market so as to render the exercise of jurisdiction over it by the
3 California Courts consistent with traditional notions of fair play and substantial justice.

4 5. Venue as to each Defendant is proper in this judicial district pursuant to Code of
5 Civil Procedure section 395. Defendant are doing business throughout California, including but
6 not limited to Orange County, and each Defendant is within the jurisdiction of this Court for
7 service of process purposes. The unlawful acts alleged herein have a direct effect on Plaintiff and
8 all other aggrieved employees within the State of California. Defendant employ numerous
9 aggrieved employees in in the State of California.

10 6. On information and belief, Defendant have conducted business within the State of
11 California during the purported liability period and continue to conduct business throughout the
12 State of California. The unlawful acts alleged herein have had a direct effect on Plaintiff, and the
13 similarly situated non-exempt aggrieved employees within California.

14 7. The California Superior Court also has jurisdiction in this matter because on
15 information and belief there are no federal questions at issue, as the issues herein are based solely
16 on California statutes and law, including the California Labor Code, the IWC Wage Orders, the
17 California Code of Civil Procedure, the California Civil Code, and the California Business and
18 Professions Code.

19 8. On information and belief, during the statutory liability period and continuing to
20 the present ("liability period"), Defendant consistently maintained and enforced against
21 Defendant's Non-Exempt Aggrieved Employees, among others, the following unlawful practices
22 and policies, in violation of California state wage and hour laws: (a) failure to pay wages including
23 overtime, (b) failure to provide meal periods for every work period exceeding more than ten (10)
24 hours per day and failure to pay an additional hour's of pay or accurately pay an additional hour's
25 of pay in lieu of providing a meal period; (c) failure to provide rest breaks for every four hours or
26 major fraction thereof worked and failure to pay an additional hour's of pay or accurately pay an
27 additional hour's of pay in lieu of providing a rest period; (d) failing to timely pay wages during
28 employment, (e) failing to provide accurate itemized wage statements, and (f) failing to reimburse

1 business expenses. As a result Plaintiff seeks penalties under Labor Code 2698, *et. seq.* on behalf
2 of the general public as private attorney general and all other aggrieved employees.

3 9. Plaintiff on behalf of the general public as private attorney general and all other
4 aggrieved employees bring this action pursuant to Labor Code 2698, *et. seq.* for violations
5 enumerated under 2699.5 as follows: sections 201-204, 201.3, 227.3, 510, 512, 558, 226, 226.7,
6 226.3, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2751, 2802 and seeking penalties, interest,
7 attorneys' fees and costs

8 **III. PARTIES**

9 10. Plaintiff, JOSE CASTILLO, was at all times relevant to this action, a resident of
10 California. Plaintiff was employed by Defendant in approximately January 2024 as a Non-
11 Exempt Employee that worked as a Lube Technician and Service Lot Porter until September 2025.

12 11. Defendant, COSTA MESA-CJD, INC., is a California corporation, doing business
13 as ORANGE COAST CHRYSLER JEEP DODGE RAM FIAT operating as a car dealership.
14 Plaintiff estimates there are in excess of one hundred (100) Non-Exempt Employees who work or
15 have worked for Defendant over the last year.

16 12. Other than identified herein, Plaintiff is unaware of the true names, capacities,
17 relationships, and extent of participation in the conduct alleged herein, of the Defendant sued as
18 DOES 1 through 50, but is informed and believes and thereon alleges that said Defendant are
19 legally responsible for the wrongful conduct alleged herein and therefore sues these Defendant by
20 such fictitious names. Plaintiff will amend this complaint when their true names and capabilities
21 are ascertained.

22 13. Plaintiff is informed and believes and thereon alleges that each Defendant, directly
23 or indirectly, or through agents or other persons, employed Plaintiff and other members of
24 Aggrieved Employees, and exercised control over their wages, hours, and working conditions.
25 Plaintiff is informed and believes and thereon alleges that each Defendant acted in all respects
26 pertinent to this action as the agent of the other Defendant, carried out a joint scheme, business
27 plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally
28 attributable to the other Defendant.

1 14. On information and belief, Defendant willfully failed to pay all earned wages in the
2 form regular wages and overtime wages, and meal and rest period premium wages, to its Non-
3 Exempt Employees and members of the Representative Group; nor have Defendant returned to
4 Plaintiff or members of the Representative Group, upon or after separation from employment with
5 Defendant, all wages earned and owing. Plaintiff seeks penalties under Labor Code 2698, *et. seq.*
6 on behalf of the general public as private attorney general and all other aggrieved employees.

7 **IV. GENERAL ALLEGATIONS**

8 15. At all times set forth herein, Defendant employed Plaintiff and other persons in the
9 capacity of non-exempt positions, however titled, throughout the state of California.

10 16. Plaintiff is informed and believes Aggrieved Employees have at all times pertinent
11 hereto been Non-Exempt within the meaning of the California Labor Code and the implementing
12 rules and regulations of the IWC California Wage Orders.

13 17. Defendant continues to employ Non-Exempt Employees, however titled, in
14 California and implement a uniform set of policies and practices to all non-exempt employees, as
15 they were all engaged in the generic job duties related to Defendant's car dealership.

16 18. Plaintiff is informed and believes, and thereon alleges, that Defendant is and was
17 advised by skilled lawyers and other professionals, employees, and advisors with knowledge of
18 the requirements of California's wage and employment laws.

19 19. On information and belief, during the relevant time frame, Plaintiff and Aggrieved
20 Employees frequently worked well over eight (8) hours in a day and forty (40) hours in a work
21 week.

22 20. During the relevant time frame, Defendant compensated Plaintiff and Aggrieved
23 Employees based upon an hourly rate.

24 21. On information and belief, during the relevant time frame, Plaintiff and Aggrieved
25 Employees typically worked five (5) days a week.

26 22. Plaintiff is informed and believes that the Aggrieved Employees were required to
27 keep similar schedules.

28 23. During the liability period, Defendant failed to compensate Plaintiff and Aggrieved

1 Employees for all hours worked, resulting in underpayment of minimum and overtime wages.

2 24. During the relevant time, as a consequence of Defendant's staffing and scheduling
3 practices, work demands, and Defendant's policies and practices, Defendant frequently failed to
4 provide Plaintiff and Aggrieved Employees timely, legally complaint uninterrupted 30-minute
5 meal periods on shifts over five hours as required by law.

6 25. On information and belief, Plaintiff and Aggrieved Employees did not sign a meal
7 waiver.

8 26. Plaintiff and Aggrieved Employees were not provided with valid lawful on-duty
9 meal periods.

10 27. Despite the above-mentioned meal period violations, Defendant failed to
11 compensate Plaintiff, and on information and belief, failed to compensate Aggrieved Employees,
12 one additional hour of pay at their regular rate as required by California law when meal periods
13 were not timely or lawfully provided in a compliant manner.

14 28. Plaintiff are informed and believe, and thereon alleges, that Defendant know,
15 should know, knew, and/or should have known that Plaintiff and Aggrieved Employees were
16 entitled to receive premium wages based on their regular rate of pay under California Labor Code
17 § 226.7 but were not receiving such compensation.

18 29. In addition, during the relevant time frame, Plaintiff and the Non-Exempt
19 Employees were systematically not authorized and permitted to take one net ten-minute paid, rest
20 period for every four hours worked or major fraction thereof, which is a violation of the California
21 Labor Code and IWC wage order.

22 30. Defendant maintained and enforced scheduling practices, policies, and imposed
23 work demands that frequently required Plaintiff and Aggrieved Employees to forego their lawful,
24 paid rest periods of a net ten minutes for every four hours worked or major fraction thereof. Such
25 requisite rest periods were not timely authorized and permitted as a result of Defendant's failure to
26 provide relief for Plaintiff and Aggrieved Employees to take their lawfully required breaks.

27 31. Despite the above-mentioned rest period violations, Defendant did not compensate
28 Plaintiff, and on information and belief, did not pay Aggrieved Employees one additional hour of

1 pay at their regular rate as required by California law, including California Labor Code § 226.7
2 and the applicable IWC wage order, for each day on which lawful rest periods were not authorized
3 and permitted.

4 32. Defendant failed to reimburse Plaintiff and Aggrieved Employees for business
5 expenses incurred pursuant to California Labor Code § 2802. Plaintiff and Aggrieved Employees
6 were not reimbursed for personal cell phone use, protective gear, uniform maintenance costs, and
7 other tools and equipment required for employees to perform work duties for Defendant.

8 33. On information and belief, the company name listed on the 2024 W-2 of Plaintiff
9 was not found on CA SOS or the Orange County Clerk's website. A violation of labor code
10 section 226.

11 34. Plaintiff was compensated through a combination of hourly wages and
12 commissions tied to the sale of additional products and services. Defendant failed to provide
13 Plaintiff with a written commission agreement setting forth the method by which commissions
14 would be computed and paid, in violation of Labor Code section 2751. Additionally, Plaintiff is
15 informed and believes that Defendant failed to accurately account for and pay all commissions
16 earned.

17 35. Plaintiff is informed and believes that Defendant maintained a paid vacation and/or
18 PTO policy. The exact amount of accrued and unused vacation/PTO owed to Plaintiff at
19 separation is presently unknown and will be determined through discovery.

20 36. Upon information and belief, Defendant knew and or should have known that it is
21 improper to implement policies and commit unlawful acts such as:

22 (a) requiring employees to work four (4) hours or a major fraction thereof without
23 being provided a minimum ten (10) minute rest period and without compensating the employees
24 with one (1) hour of pay at the employees' regular rate of compensation for each workday that a
25 rest period was not provided;

26 (b) requiring employees to work in excess of five (5) hours or ten (10) hours per day
27 without being provided an uninterrupted thirty minute meal period and/or a second meal period,
28 and without compensating employees with one (1) hour of pay at the regular rate of compensation

1 for each workday that such a meal period was not provided;

2 (c) failing to pay overtime and minimum wages;

3 (d) failing to provide accurate wage statements; and

4 (e) failing to reimburse necessary business expenses.

5 37. In addition to the violations above, and on information and belief, Defendant knew
6 they had a duty to compensate Plaintiff and Aggrieved Employees for the allegations asserted
7 herein, and that Defendant had the financial ability to pay such compensation, but willfully,
8 knowingly, recklessly, and/or intentionally failed to do so.

9 38. Plaintiff and Aggrieved Employees they seek to represent are covered by, and
10 Defendant are required to comply with, applicable California Labor Codes, Industrial Welfare
11 Commission Occupational Wage Orders (hereinafter "IWC Wage Orders") and corresponding
12 applicable provisions of California Code of Regulations, Title 8, § 11000 *et seq.*

13 **VI. REPRESENTATIVE CLAIMS**

14 **THE PRIVATE ATTORNEYS GENERAL ACT- LABOR CODE §§ 2698 *et seq.***

15 39. Plaintiff incorporates by reference and re-alleges each and every allegation
16 contained above, as though fully set forth herein.

17 40. On June 29, 2026, Plaintiff complied with notice requirements pursuant to Labor
18 Code section 2699.3. A copy of the letter sent to the LWDA is attached hereto as **Exhibit A**,
19 indicating that the LWDA and Defendant were put on notice of the claims alleged here and that
20 the notice requirement has been satisfied. Sixty five days have passed and the LWDA has not
21 indicated intent to investigate the claims. Therefore, Plaintiff may proceed with this action in a
22 representative capacity. The substance and violations set forth in this Complaint of which the
23 LWDA was provided timely notice, Plaintiff has also sent a copy of this PAGA Representative
24 Action Complaint to the LWDA.

25 41. Plaintiff is an aggrieved employee as defined in Labor Code Section 2699(a).
26 Plaintiff brings this cause of action on behalf of all current and former California Non-Exempt
27 Employees of Defendant.

28 42. Pursuant to Labor Code section 2699(a) Plaintiff seek to recover civil penalties for

1 which Defendant are liable due to numerous Labor Code violations as set forth in this Complaint,
2 including without limitation Labor Code section 201-204, 201.3, 227.3, 510, 512, 558, 226, 226.7,
3 226.3, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802 and, 2698 *et seq.*, applicable IWC
4 Wage Orders and California Code of Regulations, Title 8, section 11000 *et. seq.*

5 43. At all times relevant, Plaintiff and all other aggrieved employees regularly
6 performed non-exempt work in excess of 50% of the time, and thus, were subject to the meal and
7 rest break requirements of the applicable IWC wage order and the Labor Code.

8 44. As a result of Defendant's unlawful conduct, Plaintiff and Aggrieved employees
9 are entitled to penalties to the extent they were not paid at the prevailing wage rate for all hours
10 worked.

11 45. For the violations below, Plaintiff and the Representative Aggrieved Employees are
12 entitled to recover Penalties and attorneys' fees and costs under Labor Code section 2698, *et. seq.*

13 **FAILURE TO PAY WAGES INCLUDING OVERTIME**

14 46. At all times relevant, the IWC wage orders applicable to Plaintiff and the
15 Aggrieved Employees require employers to pay its employees for each hour worked at least
16 minimum wage. "Hours worked" means the time during which an employee is subject to the
17 control of an employer, and includes all the time the employee is suffered or permitted to work,
18 whether or not required to do so, and in the case of an employee who is required to reside on the
19 employment premises, that time spent carrying out assigned duties shall be counted as hours
20 worked.

21 47. At all relevant times, Labor Code §1197 provides that the minimum wage for
22 employees fixed by the IWC is the minimum wage to be paid to employees, and the payment of a
23 lesser wage than the established minimum is unlawful. Further, pursuant to the IWC Wage Order
24 and Labor Code, Plaintiff and Aggrieved Employees are to be paid minimum wage for each hour
25 worked, and cannot be averaged At all times relevant, the IWC wage orders applicable to Plaintiff
26 and Aggrieved Employees' employment by Defendant provided that employees working for more
27 than eight (8) hours in a day or forty (40) hours in a work week are entitled to overtime
28 compensation at the rate of one and one-half times the regular rate of pay for all hours worked in

1 excess of eight (8) hours in a day or forty (40) hours in a work week. An employee who works
2 more than twelve (12) hours in a day is entitled to overtime compensation at a rate of twice the
3 regular rate of pay.

4 48. At all relevant times, Labor Code §1197.1 states “[a]ny employer or other persons
5 acting individually as an officer, agent, or employee of another person, who pays or causes to be
6 paid to any employee a wage less than the minimum fixed by an applicable state or local law, or
7 by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated
8 damages payable to the employee, and any applicable penalties pursuant to Section 203.

9 49. Labor Code §510 codifies the right to overtime compensation at the rate of one and
10 one-half times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or
11 forty (40) hours in a work week and to overtime compensation at twice the regular rate of pay for
12 hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the
13 seventh day of work in a particular work week.

14 50. At all times relevant, Plaintiff and Aggrieved Employees regularly performed non-
15 exempt work and thus were subject to the overtime requirements of the IWC Wage Orders, CCR §
16 11000, et. seq. and the Labor Code.

17 51. At all times relevant, Plaintiff and Aggrieved Employees consistently worked in
18 excess of eight (8) hours in a day and/or forty (40) hours in a week as a result of the off-the-clock
19 work performed as discussed above which resulted in a disproportionate underpayment of
20 minimum and overtime wages.

21 **FAILURE TO PROVIDE MEAL PERIODS OR COMPENSATION IN LIEU THEREOF**

22 52. Pursuant to Labor Code §512, no employer shall employ an employee for a work
23 period of more than five (5) hours without providing a meal break of not less than thirty (30)
24 minutes in which the employee is relieved of all of his or her duties. An employer may not
25 employ an employee for a work period of more than ten (10) hours per day without providing the
26 employee with a second meal period of not less than thirty (30) minutes, except that if the total
27 hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual
28 consent of the employer and the employee only if the first meal period was not waived.

1 53. Pursuant to the IWC wage orders applicable to Plaintiff and Aggrieved Employees’
2 employment by Defendant, in order for an “on duty” meal period to be permissible, the nature of
3 the work of the employee must prevent an employee from being relieved of all duties relating to
4 his or her work for the employer and the employees must consent in writing to the “on duty” meal
5 period. On information and belief, Plaintiff and Aggrieved Employees did not consent in writing
6 to an “on duty” meal period. Further, the nature of the work of Plaintiff and Aggrieved
7 Employees was not such that they were prevented from being relieved of all duties. Despite the
8 requirements of the IWC wage orders applicable to Plaintiff’s and Aggrieved Employees’
9 employment by Defendant and Labor Code §512 and §226.7, Defendant did not provide Plaintiff
10 and Aggrieved Employees with all their statutorily authorized meal periods.

11 54. For the four (4) years preceding the filing of this lawsuit, Defendant failed to
12 provide Plaintiff and Aggrieved Employees, timely and uninterrupted meal periods of not less than
13 thirty (30) minutes pursuant to the IWC wage orders applicable to Plaintiff and Aggrieved
14 Employees’ employment by Defendant. As a proximate result of the aforementioned violations,
15 Plaintiff and the other Aggrieved Employees have been damaged in an amount according to proof
16 at time of trial.

17 55. By their failure to provide a compliant meal period for each shift worked over five
18 (5) hours and their failure to provide a compliant second meal period for any shift worked over ten
19 (10) hours per day by Plaintiff and the Aggrieved Employees, and by failing to provide
20 compensation in lieu of such non-provided meal periods, as alleged above, Defendant violated the
21 provisions of Labor Code sections 226.7 and 512 and applicable IWC Wage Orders.

22 56. Plaintiff and the Aggrieved Employees Plaintiff seeks to represent did not
23 voluntarily or willfully waive meal periods and were regularly required to work shifts without
24 being provided all of their legally required meal periods. Defendant created a working
25 environment in which Plaintiff and Aggrieved Employees were not provided all of their meal
26 periods due to shift scheduling and/or work related demands placed upon them by Defendant as
27 well as a lack of sufficient staffing to meet the needs of Defendant’s business as discussed above.
28 On information and belief, Defendant’s implemented a policy and practice which resulted in

1 systematic and companywide violations of the Labor Code. On information and belief,
2 Defendant's violations have been widespread throughout the liability period and will be evidenced
3 by Defendant's time records for the Aggrieved Employees.

4 **FAILURE TO PROVIDE REST PERIODS OR COMPENSATION IN LIEU THEREOF**

5 57. Pursuant to the IWC wage orders applicable to Plaintiff and Aggrieved Employees'
6 employment by Defendant, "Every employer shall authorize and permit all employees to take rest
7 periods, which insofar as practicable shall be in the middle of each work period.... [The]
8 authorized rest period time shall be based on the total hours worked daily at the rate of ten (10)
9 minutes net rest time per four (4) hours worked or major fraction thereof... Authorized rest period
10 time shall be counted as hours worked, for which there shall be no deduction from wages." Labor
11 Code §226.7(a) prohibits an employer from requiring any employee to work during any rest period
12 mandated by an applicable order of the IWC.

13 58. Defendant were required to authorize and permit employees such as Plaintiff and
14 Aggrieved Employees to take rest periods, based upon the total hours worked at a rate of ten (10)
15 minutes net rest per four (4) hours worked, or major fraction thereof, with no deduction from
16 wages. Despite said requirements of the IWC wage orders applicable to Plaintiff's and Aggrieved
17 Employees' employment by Defendant, Defendant failed and refused to authorize and permit
18 Plaintiff and Aggrieved Employees, to take ten (10) minute rest periods for every four (4) hours
19 worked, or major fraction thereof.

20 59. On information and belief Defendant created a working environment in which
21 Plaintiff and Aggrieved Employees were not provided all of their rest periods due to shift
22 scheduling and/or work related demands placed upon them by Defendant as well as a lack of
23 sufficient staffing to meet the needs of Defendant's business as discussed above. On information
24 and belief, Defendant implemented a policy and practice which resulted in systematic and
25 companywide violations of the Labor Code. On information and belief, Defendant's violations
26 have been widespread throughout the liability period.

27 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

28 60. Section 226(a) of the California Labor Code requires Defendant to itemize in wage

1 statements all deductions from payment of wages and to accurately report total hours worked by
2 Plaintiff and Aggrieved Employees including applicable hourly rates and reimbursement expenses
3 among other things. Defendant have knowingly and intentionally failed to comply with Labor
4 Code section 226 and 204 on wage statements that have been provided to Plaintiff and Aggrieved
5 Employees.

6 61. IWC Wage Orders require Defendant to maintain time records showing, among
7 others, when the employee begins and ends each work period, meal periods, split shift intervals
8 and total daily hours worked in an itemized wage statement, and must show all deductions and
9 reimbursements from payment of wages, and accurately report total hours worked by Plaintiff and
10 Aggrieved Employees. On information and belief, Defendant have failed to record all or some of
11 the items delineated in Industrial Wage Orders and Labor Code §226.

12 62. Defendant have failed to accurately record all time worked.

13 63. Defendant have also failed to accurately record the meal and rest period premiums
14 owed and all wages owed per pay period.

15 64. Plaintiff and Aggrieved Employees have been injured as they were unable to
16 determine whether they had been paid correctly for all hours worked per pay period among other
17 things.

18 65. Pursuant to Labor Code section 226, Plaintiff and Aggrieved Employees are
19 entitled up to a maximum of \$4,000 each for record keeping violations.

20 66. Pursuant to Labor Code section 226.3, any employer who violates subdivision (a)
21 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
22 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee
23 for each violation in a subsequent citation, for which the employer fails to provide the employee a
24 wage deduction statement or fails to keep the records required in subdivision (a) of Section 226.

25 **FAILURE TO INDEMNIFY NECESSARY BUSINESS EXPENSES**

26 67. Labor Code § 2802 requires Defendant to indemnify Plaintiff and Aggrieved
27 Employees for necessary expenditures incurred in direct consequences of the discharge of his or
28 her duties. As a necessary part of employment, Plaintiff and on information and belief Aggrieved

1 Employees, were not adequately reimbursed by Defendant for expenses related to tool usage as
2 described above, which were incurred as a direct consequence of the discharge of duties by
3 Plaintiff and Aggrieved Employees. Despite these realities of the job, Defendant failed to provide
4 reimbursements.

5 68. Labor Code §2804 states in pertinent part: “Any contract or agreement, express or
6 implied, made by any employee to waive the benefits of this article or any part thereof is null and
7 void, and this article shall not deprive any employee or his or her personal representative of any
8 right or remedy to which he is entitled under the laws of this State.”

9 **FAILURE TO TIMELY PAY WAGES DURING LABOR CODE § 201.3**

10 69. Pursuant to Labor Code section 201.3 (4)(b)(1)(A) “Except as provided in
11 paragraphs (2) to (5), inclusive, if an employee of a temporary services employer is assigned to
12 work for a client, that employee's wages are due and payable no less frequently than weekly,
13 regardless of when the assignment ends, and wages for work performed during any calendar week
14 shall be due and payable not later than the regular payday of the following calendar week. A
15 temporary services employer shall be deemed to have timely paid wages upon completion of an
16 assignment if wages are paid in compliance with this subdivision.”

17 70. Pursuant to Labor Code section 201.3 (4)(B) “Except as provided in paragraphs (2)
18 to (5), inclusive, if an employee of a temporary services employer in the security services industry
19 is a security guard who is registered pursuant to Chapter 11.5 (commencing with Section 7580) of
20 Division 3 of the Business and Professions Code, is employed by a private patrol operator licensed
21 pursuant to that chapter, and is assigned to work for a client, that employee's wages are due and
22 payable no less frequently than weekly, regardless of when the assignment ends, and wages for
23 work performed during any workweek, as defined under Section 500, shall be due and payable not
24 later than the regular payday of the following workweek.”

25 71. Defendant failed to pay Plaintiff and Aggrieved Employees on a weekly basis and
26 instead paid Plaintiff and Aggrieved Employees on a semi-monthly basis in violation of Labor
27 Code section 201.3.

28 72. As a result, Defendant are liable to Plaintiff and Aggrieved Employees for penalties

1 pursuant to Labor Code §203, in an amount according to proof at the time of trial.

2 **FAILURE TO MAINTAIN ACCURATE RECORDS**

3 73. Additionally, Defendant have no accurate records relating to aggrieved employees'
4 work periods, meal periods, total daily hours worked, total hours worked per payroll period and
5 applicable pay rates, in violation of applicable Wage Orders. Similarly, Defendant failed to
6 maintain accurate records relating to hours worked daily in violation of Labor Code sections
7 1174(d), 1174.5.

8 **PRAYER FOR RELIEF**

9 As a result of Defendant's unlawful conduct and pursuant to Labor Code section 2699(a)
10 Plaintiff and Aggrieved Employees are entitled to civil penalties for which Defendant are liable
11 due to numerous Labor Code violations as set forth in this Complaint, including without limitation
12 Labor Code section 201-204, 201.3, 227.3, 510, 512, 558, 226, 226.7, 226.3, 1174, 1174.5, 1175,
13 1194, 1197, 1197.1, 1198, 2751, 2802 and, 2698 *et seq.*, applicable IWC Wage Orders and
14 California Code of Regulations, Title 8, section 11000 *et. seq.*

15 WHEREFORE, Plaintiff prays for judgment against Defendant, as follows:

- 16 1. For penalties according to proof, pursuant to Labor Code §§ 2698 *et seq.*;
17 2. For reasonable attorneys' fees and costs; and
18 3. For such other and further relief as the Court deems proper.

19
20
21 Dated: September 2, 2026

JAMES HAWKINS/APLC

22 By: 

23 JAMES R. HAWKINS
24 GREGORY MAURO
25 MICHAEL CALVO
26 LAUREN FALK
27 AVA ISSARY

28 Attorneys for Plaintiff JOSE CASTILLO, on
behalf of the general public as private attorney
general.

EXHIBIT A

JAMES HAWKINS
A PROFESSIONAL LAW CORPORATION
9880 RESEARCH DRIVE, SUITE 200, IRVINE, CALIFORNIA 92618
TELEPHONE (949) 387-7200; FACSIMILE (949) 387-6676

June 29, 2026

Via LWDA Website

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612
<http://www.dir.ca.gov/Private-Attorneys-General-Act>

Via Certified Mail

COSTA MESA-CJD, INC., a California corporation, doing business as ORANGE COAST CHRYSLER JEEP DODGE RAM FIAT
Agent for Service of Process:
1505 Corporation
CT Corporation System
AMANDA GARCIA
330 N BRAND BLVD, SUITE 700 GLENDALE, CA 91203
Receipt No.: 9589 0710 5270 0078 0223 45

Re: NOTICE PURSUANT TO LABOR CODE SECTIONS 2698, *et seq.*

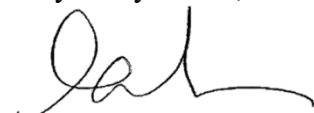
To Whom It May Concern:

PLEASE TAKE NOTICE that plaintiff JOSE CASTILLO individually and on behalf of all similarly situated representative aggrieved employees, gives NOTICE to commence and/or amend a civil action pursuant to California Labor Code Sections 2698, *et seq.* Plaintiff hereby gives written notice by certified mail to the Labor and Workforce Development Agency, COSTA MESA-CJD, INC., a California corporation, doing business as ORANGE COAST CHRYSLER JEEP DODGE RAM FIAT through its Agent for Service of Process.

Plaintiff hereby attaches a copy of the Proposed PAGA Representative Action Complaint to be filed in the Orange County Superior Court, as though fully set forth herewith setting out the specific provisions of the Labor Code Plaintiff alleges have been violated, including the facts and theories. All labor provisions in the Proposed PAGA Representative Action Complaint alleged to have been violated pertain to all entities and individuals named in the Complaints, even if not expressly specified.

Please advise within sixty (60) days of the post mark on this letter if the LWDA intends to investigate these claims. Thank you, and if you have any questions, please do not hesitate to contact me.

Very Truly Yours,



Gregory Mauro

Enclosure: Proposed PAGA Representative Action Complaint

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9 Attorneys for Plaintiff JOSE CASTILLO,
on behalf of the general public as private attorney general

10
11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
FOR THE COUNTY OF ORANGE

12 JOSE CASTILLO, on behalf of the general
13 public as private attorney general,

CASE NO.:

14 Plaintiff,

**[PROPOSED] PAGA
REPRESENTATIVE ACTION
COMPLAINT PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL
ACT (Labor Code §§ 2698 *et seq.*)**

15 v.

16 COSTA MESA-CJD, INC., a California
17 corporation, doing business as ORANGE
COAST CHRYSLER JEEP DODGE RAM
18 FIAT and DOES 1-50, inclusive,

19 Defendant.

COMES NOW Plaintiff JOSE CASTILLO (“Plaintiff”), on behalf the general public and all non-exempt aggrieved employees, acting on behalf of the California Attorney General as private attorney general, asserts claims against Defendant COSTA MESA-CJD, INC., a California corporation, doing business as ORANGE COAST CHRYSLER JEEP DODGE RAM FIAT, and DOES 1-50, inclusive (collectively “Defendant”) as follows:

I. INTRODUCTION

1. This is a representative action for recovery of penalties under the Private Attorneys General Act of 2004 (“PAGA”), Cal. Lab. Code sections 2698 *et seq.* PAGA permits “aggrieved employees” to bring a lawsuit as a representative action on behalf of the general public as private attorney general and all other current and former aggrieved employees, to recover civil penalties and address an employer’s violations of the California Labor Code.

2. In this case, Defendant violated various provisions of the California Labor Code. As set forth below, Defendant implemented policies and practices which led to unpaid wages resulting from Defendant’s: (a) failure to pay wages including overtime, (b) failure to provide meal periods for every work period exceeding more than ten (10) hours per day and failure to pay an additional hour’s of pay or accurately pay an additional hour’s of pay in lieu of providing a meal period; (c) failure to provide rest breaks for every four hours or major fraction thereof worked and failure to pay an additional hour’s of pay or accurately pay an additional hour’s of pay in lieu of providing a rest period; (d) failing to timely pay wages during employment, (e) failing to provide accurate itemized wage statements, and (f) failing to reimburse business expenses. As a result Plaintiff seeks penalties under Labor Code 2698, *et. seq.* on behalf of the general public as private attorney general and all other aggrieved employees.

II. JURISDICTION AND VENUE

3. The California Superior Court has jurisdiction over this action pursuant to California Constitution Article VI, Section 10, which grants the Superior Court “original jurisdiction in all cases except those given by statute to other trial courts.” The statutes under which this action is brought do not give jurisdiction to any other court.

4. This Court has jurisdiction over Defendant because, upon information and belief,

1 each Defendant either has sufficient minimum contacts in California, or otherwise intentionally
2 avails itself of the California market so as to render the exercise of jurisdiction over it by the
3 California Courts consistent with traditional notions of fair play and substantial justice.

4 5. Venue as to each Defendant is proper in this judicial district pursuant to Code of
5 Civil Procedure section 395. Defendant are doing business throughout California, including but
6 not limited to Orange County, and each Defendant is within the jurisdiction of this Court for
7 service of process purposes. The unlawful acts alleged herein have a direct effect on Plaintiff and
8 all other aggrieved employees within the State of California. Defendant employ numerous
9 aggrieved employees in in the State of California.

10 6. On information and belief, Defendant have conducted business within the State of
11 California during the purported liability period and continue to conduct business throughout the
12 State of California. The unlawful acts alleged herein have had a direct effect on Plaintiff, and the
13 similarly situated non-exempt aggrieved employees within California.

14 7. The California Superior Court also has jurisdiction in this matter because on
15 information and belief there are no federal questions at issue, as the issues herein are based solely
16 on California statutes and law, including the California Labor Code, the IWC Wage Orders, the
17 California Code of Civil Procedure, the California Civil Code, and the California Business and
18 Professions Code.

19 8. On information and belief, during the statutory liability period and continuing to
20 the present ("liability period"), Defendant consistently maintained and enforced against
21 Defendant's Non-Exempt Aggrieved Employees, among others, the following unlawful practices
22 and policies, in violation of California state wage and hour laws: (a) failure to pay wages including
23 overtime, (b) failure to provide meal periods for every work period exceeding more than ten (10)
24 hours per day and failure to pay an additional hour's of pay or accurately pay an additional hour's
25 of pay in lieu of providing a meal period; (c) failure to provide rest breaks for every four hours or
26 major fraction thereof worked and failure to pay an additional hour's of pay or accurately pay an
27 additional hour's of pay in lieu of providing a rest period; (d) failing to timely pay wages during
28 employment, (e) failing to provide accurate itemized wage statements, and (f) failing to reimburse

1 business expenses. As a result Plaintiff seeks penalties under Labor Code 2698, *et. seq.* on behalf
2 of the general public as private attorney general and all other aggrieved employees.

3 9. Plaintiff on behalf of the general public as private attorney general and all other
4 aggrieved employees bring this action pursuant to Labor Code 2698, *et. seq.* for violations
5 enumerated under 2699.5 as follows: sections 201-204, 201.3, 227.3, 510, 512, 558, 226, 226.7,
6 226.3, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2751, 2802 and seeking penalties, interest,
7 attorneys' fees and costs

8 **III. PARTIES**

9 10. Plaintiff, JOSE CASTILLO, was at all times relevant to this action, a resident of
10 California. Plaintiff was employed by Defendant in approximately January 2024 as a Non-
11 Exempt Employee that worked as a Lube Technician and Service Lot Porter until September 2025.

12 11. Defendant, COSTA MESA-CJD, INC., is a California corporation, doing business
13 as ORANGE COAST CHRYSLER JEEP DODGE RAM FIAT operating as a car dealership.
14 Plaintiff estimates there are in excess of one hundred (100) Non-Exempt Employees who work or
15 have worked for Defendant over the last year.

16 12. Other than identified herein, Plaintiff is unaware of the true names, capacities,
17 relationships, and extent of participation in the conduct alleged herein, of the Defendant sued as
18 DOES 1 through 50, but is informed and believes and thereon alleges that said Defendant are
19 legally responsible for the wrongful conduct alleged herein and therefore sues these Defendant by
20 such fictitious names. Plaintiff will amend this complaint when their true names and capabilities
21 are ascertained.

22 13. Plaintiff is informed and believes and thereon alleges that each Defendant, directly
23 or indirectly, or through agents or other persons, employed Plaintiff and other members of
24 Aggrieved Employees, and exercised control over their wages, hours, and working conditions.
25 Plaintiff is informed and believes and thereon alleges that each Defendant acted in all respects
26 pertinent to this action as the agent of the other Defendant, carried out a joint scheme, business
27 plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally
28 attributable to the other Defendant.

1 14. On information and belief, Defendant willfully failed to pay all earned wages in the
2 form regular wages and overtime wages, and meal and rest period premium wages, to its Non-
3 Exempt Employees and members of the Representative Group; nor have Defendant returned to
4 Plaintiff or members of the Representative Group, upon or after separation from employment with
5 Defendant, all wages earned and owing. Plaintiff seeks penalties under Labor Code 2698, *et. seq.*
6 on behalf of the general public as private attorney general and all other aggrieved employees.

7 **IV. GENERAL ALLEGATIONS**

8 15. At all times set forth herein, Defendant employed Plaintiff and other persons in the
9 capacity of non-exempt positions, however titled, throughout the state of California.

10 16. Plaintiff is informed and believes Aggrieved Employees have at all times pertinent
11 hereto been Non-Exempt within the meaning of the California Labor Code and the implementing
12 rules and regulations of the IWC California Wage Orders.

13 17. Defendant continues to employ Non-Exempt Employees, however titled, in
14 California and implement a uniform set of policies and practices to all non-exempt employees, as
15 they were all engaged in the generic job duties related to Defendant's car dealership.

16 18. Plaintiff is informed and believes, and thereon alleges, that Defendant is and was
17 advised by skilled lawyers and other professionals, employees, and advisors with knowledge of
18 the requirements of California's wage and employment laws.

19 19. On information and belief, during the relevant time frame, Plaintiff and Aggrieved
20 Employees frequently worked well over eight (8) hours in a day and forty (40) hours in a work
21 week.

22 20. During the relevant time frame, Defendant compensated Plaintiff and Aggrieved
23 Employees based upon an hourly rate.

24 21. On information and belief, during the relevant time frame, Plaintiff and Aggrieved
25 Employees typically worked five (5) days a week.

26 22. Plaintiff is informed and believes that the Aggrieved Employees were required to
27 keep similar schedules.

28 23. During the liability period, Defendant failed to compensate Plaintiff and Aggrieved

1 Employees for all hours worked, resulting in underpayment of minimum and overtime wages.

2 24. During the relevant time, as a consequence of Defendant's staffing and scheduling
3 practices, work demands, and Defendant's policies and practices, Defendant frequently failed to
4 provide Plaintiff and Aggrieved Employees timely, legally complaint uninterrupted 30-minute
5 meal periods on shifts over five hours as required by law.

6 25. On information and belief, Plaintiff and Aggrieved Employees did not sign a meal
7 waiver.

8 26. Plaintiff and Aggrieved Employees were not provided with valid lawful on-duty
9 meal periods.

10 27. Despite the above-mentioned meal period violations, Defendant failed to
11 compensate Plaintiff, and on information and belief, failed to compensate Aggrieved Employees,
12 one additional hour of pay at their regular rate as required by California law when meal periods
13 were not timely or lawfully provided in a compliant manner.

14 28. Plaintiff are informed and believe, and thereon alleges, that Defendant know,
15 should know, knew, and/or should have known that Plaintiff and Aggrieved Employees were
16 entitled to receive premium wages based on their regular rate of pay under California Labor Code
17 § 226.7 but were not receiving such compensation.

18 29. In addition, during the relevant time frame, Plaintiff and the Non-Exempt
19 Employees were systematically not authorized and permitted to take one net ten-minute paid, rest
20 period for every four hours worked or major fraction thereof, which is a violation of the California
21 Labor Code and IWC wage order.

22 30. Defendant maintained and enforced scheduling practices, policies, and imposed
23 work demands that frequently required Plaintiff and Aggrieved Employees to forego their lawful,
24 paid rest periods of a net ten minutes for every four hours worked or major fraction thereof. Such
25 requisite rest periods were not timely authorized and permitted as a result of Defendant's failure to
26 provide relief for Plaintiff and Aggrieved Employees to take their lawfully required breaks.

27 31. Despite the above-mentioned rest period violations, Defendant did not compensate
28 Plaintiff, and on information and belief, did not pay Aggrieved Employees one additional hour of

1 pay at their regular rate as required by California law, including California Labor Code § 226.7
2 and the applicable IWC wage order, for each day on which lawful rest periods were not authorized
3 and permitted.

4 32. Defendant failed to reimburse Plaintiff and Aggrieved Employees for business
5 expenses incurred pursuant to California Labor Code § 2802. Plaintiff and Aggrieved Employees
6 were not reimbursed for personal cell phone use, protective gear, uniform maintenance costs, and
7 other tools and equipment required for employees to perform work duties for Defendant.

8 33. On information and belief, the company name listed on the 2024 W-2 of Plaintiff
9 was not found on CA SOS or the Orange County Clerk's website. A violation of labor code
10 section 226.

11 34. Plaintiff was compensated through a combination of hourly wages and
12 commissions tied to the sale of additional products and services. Defendant failed to provide
13 Plaintiff with a written commission agreement setting forth the method by which commissions
14 would be computed and paid, in violation of Labor Code section 2751. Additionally, Plaintiff is
15 informed and believes that Defendant failed to accurately account for and pay all commissions
16 earned.

17 35. Plaintiff is informed and believes that Defendant maintained a paid vacation and/or
18 PTO policy. The exact amount of accrued and unused vacation/PTO owed to Plaintiff at
19 separation is presently unknown and will be determined through discovery.

20 36. Upon information and belief, Defendant knew and or should have known that it is
21 improper to implement policies and commit unlawful acts such as:

22 (a) requiring employees to work four (4) hours or a major fraction thereof without
23 being provided a minimum ten (10) minute rest period and without compensating the employees
24 with one (1) hour of pay at the employees' regular rate of compensation for each workday that a
25 rest period was not provided;

26 (b) requiring employees to work in excess of five (5) hours or ten (10) hours per day
27 without being provided an uninterrupted thirty minute meal period and/or a second meal period,
28 and without compensating employees with one (1) hour of pay at the regular rate of compensation

1 for each workday that such a meal period was not provided;

2 (c) failing to pay overtime and minimum wages;

3 (d) failing to provide accurate wage statements; and

4 (e) failing to reimburse necessary business expenses.

5 37. In addition to the violations above, and on information and belief, Defendant knew
6 they had a duty to compensate Plaintiff and Aggrieved Employees for the allegations asserted
7 herein, and that Defendant had the financial ability to pay such compensation, but willfully,
8 knowingly, recklessly, and/or intentionally failed to do so.

9 38. Plaintiff and Aggrieved Employees they seek to represent are covered by, and
10 Defendant are required to comply with, applicable California Labor Codes, Industrial Welfare
11 Commission Occupational Wage Orders (hereinafter "IWC Wage Orders") and corresponding
12 applicable provisions of California Code of Regulations, Title 8, § 11000 *et seq.*

13 **VI. REPRESENTATIVE CLAIMS**

14 **THE PRIVATE ATTORNEYS GENERAL ACT- LABOR CODE §§ 2698 *et seq.***

15 39. Plaintiff incorporates by reference and re-alleges each and every allegation
16 contained above, as though fully set forth herein.

17 40. On June 29, 2026, Plaintiff complied with notice requirements pursuant to Labor
18 Code section 2699.3. A copy of the letter sent to the LWDA is attached hereto as **Exhibit A**,
19 indicating that the LWDA and Defendant were put on notice of the claims alleged here and that
20 the notice requirement has been satisfied. Sixty five days have passed and the LWDA has not
21 indicated intent to investigate the claims. Therefore, Plaintiff may proceed with this action in a
22 representative capacity. The substance and violations set forth in this Complaint of which the
23 LWDA was provided timely notice, Plaintiff has also sent a copy of this PAGA Representative
24 Action Complaint to the LWDA.

25 41. Plaintiff is an aggrieved employee as defined in Labor Code Section 2699(a).
26 Plaintiff brings this cause of action on behalf of all current and former California Non-Exempt
27 Employees of Defendant.

28 42. Pursuant to Labor Code section 2699(a) Plaintiff seek to recover civil penalties for

1 which Defendant are liable due to numerous Labor Code violations as set forth in this Complaint,
2 including without limitation Labor Code section 201-204, 201.3, 227.3, 510, 512, 558, 226, 226.7,
3 226.3, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802 and, 2698 *et seq.*, applicable IWC
4 Wage Orders and California Code of Regulations, Title 8, section 11000 *et. seq.*

5 43. At all times relevant, Plaintiff and all other aggrieved employees regularly
6 performed non-exempt work in excess of 50% of the time, and thus, were subject to the meal and
7 rest break requirements of the applicable IWC wage order and the Labor Code.

8 44. As a result of Defendant's unlawful conduct, Plaintiff and Aggrieved employees
9 are entitled to penalties to the extent they were not paid at the prevailing wage rate for all hours
10 worked.

11 45. For the violations below, Plaintiff and the Representative Aggrieved Employees are
12 entitled to recover Penalties and attorneys' fees and costs sunder Labor Code section 2698, *et. seq.*

13 **FAILURE TO PAY WAGES INCLUDING OVERTIME**

14 46. At all times relevant, the IWC wage orders applicable to Plaintiff and the
15 Aggrieved Employees require employers to pay its employees for each hour worked at least
16 minimum wage. "Hours worked" means the time during which an employee is subject to the
17 control of an employer, and includes all the time the employee is suffered or permitted to work,
18 whether or not required to do so, and in the case of an employee who is required to reside on the
19 employment premises, that time spent carrying out assigned duties shall be counted as hours
20 worked.

21 47. At all relevant times, Labor Code §1197 provides that the minimum wage for
22 employees fixed by the IWC is the minimum wage to be paid to employees, and the payment of a
23 lesser wage than the established minimum is unlawful. Further, pursuant to the IWC Wage Order
24 and Labor Code, Plaintiff and Aggrieved Employees are to be paid minimum wage for each hour
25 worked, and cannot be averaged At all times relevant, the IWC wage orders applicable to Plaintiff
26 and Aggrieved Employees' employment by Defendant provided that employees working for more
27 than eight (8) hours in a day or forty (40) hours in a work week are entitled to overtime
28 compensation at the rate of one and one-half times the regular rate of pay for all hours worked in

1 excess of eight (8) hours in a day or forty (40) hours in a work week. An employee who works
2 more than twelve (12) hours in a day is entitled to overtime compensation at a rate of twice the
3 regular rate of pay.

4 48. At all relevant times, Labor Code §1197.1 states “[a]ny employer or other persons
5 acting individually as an officer, agent, or employee of another person, who pays or causes to be
6 paid to any employee a wage less than the minimum fixed by an applicable state or local law, or
7 by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated
8 damages payable to the employee, and any applicable penalties pursuant to Section 203.

9 49. Labor Code §510 codifies the right to overtime compensation at the rate of one and
10 one-half times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or
11 forty (40) hours in a work week and to overtime compensation at twice the regular rate of pay for
12 hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the
13 seventh day of work in a particular work week.

14 50. At all times relevant, Plaintiff and Aggrieved Employees regularly performed non-
15 exempt work and thus were subject to the overtime requirements of the IWC Wage Orders, CCR §
16 11000, et. seq. and the Labor Code.

17 51. At all times relevant, Plaintiff and Aggrieved Employees consistently worked in
18 excess of eight (8) hours in a day and/or forty (40) hours in a week as a result of the off-the-clock
19 work performed as discussed above which resulted in a disproportionate underpayment of
20 minimum and overtime wages.

21 **FAILURE TO PROVIDE MEAL PERIODS OR COMPENSATION IN LIEU THEREOF**

22 52. Pursuant to Labor Code §512, no employer shall employ an employee for a work
23 period of more than five (5) hours without providing a meal break of not less than thirty (30)
24 minutes in which the employee is relieved of all of his or her duties. An employer may not
25 employ an employee for a work period of more than ten (10) hours per day without providing the
26 employee with a second meal period of not less than thirty (30) minutes, except that if the total
27 hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual
28 consent of the employer and the employee only if the first meal period was not waived.

1 53. Pursuant to the IWC wage orders applicable to Plaintiff and Aggrieved Employees’
2 employment by Defendant, in order for an “on duty” meal period to be permissible, the nature of
3 the work of the employee must prevent an employee from being relieved of all duties relating to
4 his or her work for the employer and the employees must consent in writing to the “on duty” meal
5 period. On information and belief, Plaintiff and Aggrieved Employees did not consent in writing
6 to an “on duty” meal period. Further, the nature of the work of Plaintiff and Aggrieved
7 Employees was not such that they were prevented from being relieved of all duties. Despite the
8 requirements of the IWC wage orders applicable to Plaintiff’s and Aggrieved Employees’
9 employment by Defendant and Labor Code §512 and §226.7, Defendant did not provide Plaintiff
10 and Aggrieved Employees with all their statutorily authorized meal periods.

11 54. For the four (4) years preceding the filing of this lawsuit, Defendant failed to
12 provide Plaintiff and Aggrieved Employees, timely and uninterrupted meal periods of not less than
13 thirty (30) minutes pursuant to the IWC wage orders applicable to Plaintiff and Aggrieved
14 Employees’ employment by Defendant. As a proximate result of the aforementioned violations,
15 Plaintiff and the other Aggrieved Employees have been damaged in an amount according to proof
16 at time of trial.

17 55. By their failure to provide a compliant meal period for each shift worked over five
18 (5) hours and their failure to provide a compliant second meal period for any shift worked over ten
19 (10) hours per day by Plaintiff and the Aggrieved Employees, and by failing to provide
20 compensation in lieu of such non-provided meal periods, as alleged above, Defendant violated the
21 provisions of Labor Code sections 226.7 and 512 and applicable IWC Wage Orders.

22 56. Plaintiff and the Aggrieved Employees Plaintiff seeks to represent did not
23 voluntarily or willfully waive meal periods and were regularly required to work shifts without
24 being provided all of their legally required meal periods. Defendant created a working
25 environment in which Plaintiff and Aggrieved Employees were not provided all of their meal
26 periods due to shift scheduling and/or work related demands placed upon them by Defendant as
27 well as a lack of sufficient staffing to meet the needs of Defendant’s business as discussed above.
28 On information and belief, Defendant’s implemented a policy and practice which resulted in

1 systematic and companywide violations of the Labor Code. On information and belief,
2 Defendant's violations have been widespread throughout the liability period and will be evidenced
3 by Defendant's time records for the Aggrieved Employees.

4 **FAILURE TO PROVIDE REST PERIODS OR COMPENSATION IN LIEU THEREOF**

5 57. Pursuant to the IWC wage orders applicable to Plaintiff and Aggrieved Employees'
6 employment by Defendant, "Every employer shall authorize and permit all employees to take rest
7 periods, which insofar as practicable shall be in the middle of each work period.... [The]
8 authorized rest period time shall be based on the total hours worked daily at the rate of ten (10)
9 minutes net rest time per four (4) hours worked or major fraction thereof... Authorized rest period
10 time shall be counted as hours worked, for which there shall be no deduction from wages." Labor
11 Code §226.7(a) prohibits an employer from requiring any employee to work during any rest period
12 mandated by an applicable order of the IWC.

13 58. Defendant were required to authorize and permit employees such as Plaintiff and
14 Aggrieved Employees to take rest periods, based upon the total hours worked at a rate of ten (10)
15 minutes net rest per four (4) hours worked, or major fraction thereof, with no deduction from
16 wages. Despite said requirements of the IWC wage orders applicable to Plaintiff's and Aggrieved
17 Employees' employment by Defendant, Defendant failed and refused to authorize and permit
18 Plaintiff and Aggrieved Employees, to take ten (10) minute rest periods for every four (4) hours
19 worked, or major fraction thereof.

20 59. On information and belief Defendant created a working environment in which
21 Plaintiff and Aggrieved Employees were not provided all of their rest periods due to shift
22 scheduling and/or work related demands placed upon them by Defendant as well as a lack of
23 sufficient staffing to meet the needs of Defendant's business as discussed above. On information
24 and belief, Defendant implemented a policy and practice which resulted in systematic and
25 companywide violations of the Labor Code. On information and belief, Defendant's violations
26 have been widespread throughout the liability period.

27 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

28 60. Section 226(a) of the California Labor Code requires Defendant to itemize in wage

1 statements all deductions from payment of wages and to accurately report total hours worked by
2 Plaintiff and Aggrieved Employees including applicable hourly rates and reimbursement expenses
3 among other things. Defendant have knowingly and intentionally failed to comply with Labor
4 Code section 226 and 204 on wage statements that have been provided to Plaintiff and Aggrieved
5 Employees.

6 61. IWC Wage Orders require Defendant to maintain time records showing, among
7 others, when the employee begins and ends each work period, meal periods, split shift intervals
8 and total daily hours worked in an itemized wage statement, and must show all deductions and
9 reimbursements from payment of wages, and accurately report total hours worked by Plaintiff and
10 Aggrieved Employees. On information and belief, Defendant have failed to record all or some of
11 the items delineated in Industrial Wage Orders and Labor Code §226.

12 62. Defendant have failed to accurately record all time worked.

13 63. Defendant have also failed to accurately record the meal and rest period premiums
14 owed and all wages owed per pay period.

15 64. Plaintiff and Aggrieved Employees have been injured as they were unable to
16 determine whether they had been paid correctly for all hours worked per pay period among other
17 things.

18 65. Pursuant to Labor Code section 226, Plaintiff and Aggrieved Employees are
19 entitled up to a maximum of \$4,000 each for record keeping violations.

20 66. Pursuant to Labor Code section 226.3, any employer who violates subdivision (a)
21 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
22 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee
23 for each violation in a subsequent citation, for which the employer fails to provide the employee a
24 wage deduction statement or fails to keep the records required in subdivision (a) of Section 226.

25 **FAILURE TO INDEMNIFY NECESSARY BUSINESS EXPENSES**

26 67. Labor Code § 2802 requires Defendant to indemnify Plaintiff and Aggrieved
27 Employees for necessary expenditures incurred in direct consequences of the discharge of his or
28 her duties. As a necessary part of employment, Plaintiff and on information and belief Aggrieved

1 Employees, were not adequately reimbursed by Defendant for expenses related to tool usage as
2 described above, which were incurred as a direct consequence of the discharge of duties by
3 Plaintiff and Aggrieved Employees. Despite these realities of the job, Defendant failed to provide
4 reimbursements.

5 68. Labor Code §2804 states in pertinent part: “Any contract or agreement, express or
6 implied, made by any employee to waive the benefits of this article or any part thereof is null and
7 void, and this article shall not deprive any employee or his or her personal representative of any
8 right or remedy to which he is entitled under the laws of this State.”

9 **FAILURE TO TIMELY PAY WAGES DURING LABOR CODE § 201.3**

10 69. Pursuant to Labor Code section 201.3 (4)(b)(1)(A) “Except as provided in
11 paragraphs (2) to (5), inclusive, if an employee of a temporary services employer is assigned to
12 work for a client, that employee's wages are due and payable no less frequently than weekly,
13 regardless of when the assignment ends, and wages for work performed during any calendar week
14 shall be due and payable not later than the regular payday of the following calendar week. A
15 temporary services employer shall be deemed to have timely paid wages upon completion of an
16 assignment if wages are paid in compliance with this subdivision.”

17 70. Pursuant to Labor Code section 201.3 (4)(B) “Except as provided in paragraphs (2)
18 to (5), inclusive, if an employee of a temporary services employer in the security services industry
19 is a security guard who is registered pursuant to Chapter 11.5 (commencing with Section 7580) of
20 Division 3 of the Business and Professions Code, is employed by a private patrol operator licensed
21 pursuant to that chapter, and is assigned to work for a client, that employee's wages are due and
22 payable no less frequently than weekly, regardless of when the assignment ends, and wages for
23 work performed during any workweek, as defined under Section 500, shall be due and payable not
24 later than the regular payday of the following workweek.”

25 71. Defendant failed to pay Plaintiff and Aggrieved Employees on a weekly basis and
26 instead paid Plaintiff and Aggrieved Employees on a semi-monthly basis in violation of Labor
27 Code section 201.3.

28 72. As a result, Defendant are liable to Plaintiff and Aggrieved Employees for penalties

1 pursuant to Labor Code §203, in an amount according to proof at the time of trial.

2 **FAILURE TO MAINTAIN ACCURATE RECORDS**

3 73. Additionally, Defendant have no accurate records relating to aggrieved employees'
4 work periods, meal periods, total daily hours worked, total hours worked per payroll period and
5 applicable pay rates, in violation of applicable Wage Orders. Similarly, Defendant failed to
6 maintain accurate records relating to hours worked daily in violation of Labor Code sections
7 1174(d), 1174.5.

8 **PRAYER FOR RELIEF**

9 As a result of Defendant's unlawful conduct and pursuant to Labor Code section 2699(a)
10 Plaintiff and Aggrieved Employees are entitled to civil penalties for which Defendant are liable
11 due to numerous Labor Code violations as set forth in this Complaint, including without limitation
12 Labor Code section 201-204, 201.3, 227.3, 510, 512, 558, 226, 226.7, 226.3, 1174, 1174.5, 1175,
13 1194, 1197, 1197.1, 1198, 2751, 2802 and, 2698 *et seq.*, applicable IWC Wage Orders and
14 California Code of Regulations, Title 8, section 11000 *et. seq.*

15 WHEREFORE, Plaintiff prays for judgment against Defendant, as follows:

- 16 1. For penalties according to proof, pursuant to Labor Code §§ 2698 *et seq.*;
17 2. For reasonable attorneys' fees and costs; and
18 3. For such other and further relief as the Court deems proper.

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20
21 Dated: June 29, 2026

JAMES HAWKINS APLC

22 By: _____

23 JAMES R. HAWKINS
24 GREGORY MAURO
25 MICHAEL CALVO
26 LAUREN FALK
27 AVA ISSARY

28 Attorneys for Plaintiff JOSE CASTILLO, on
behalf of the general public as private attorney
general.