

David Keledjian, Esq. (SBN 309135)
 Svetlana Hovhannisyan, Esq. (SBN 357330)
D.LAW, INC.
 250 N Madison Avenue, 2nd Floor
 Pasadena, CA 91101-1639
 Tel.: (818) 962-6465 / Fax: (818) 962-6469
 Emails: D.Keledjian@d.law, L.Hovhannisyan@d.law

Attorneys for Plaintiff, ANTONIO CASTRO

FILED
 Superior Court of California
 County of Los Angeles
08/21/2026

David W. Slayton, Executive Officer / Clerk of Court
 By: R. Lozano Deputy

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

ANTONIO CASTRO, on behalf of himself
 and all others similarly situated, and the
 general public,

Plaintiff,

v.

CADILLAC PASADENA LLC, a California
 limited liability company; US AUTO CA,
 LLC, a Delaware limited liability company;
 US AUTO TRUST, a business entity of
 unknown form; and DOES 1 through 50,
 inclusive,

Defendants.

Case No.: 26STCV19383

[Assigned for All Purposes to the Hon. Theresa M. Traber., Dept. 1]

**FIRST AMENDED CLASS AND
 REPRESENTATIVE ACTION COMPLAINT**

1. Failure to Pay Hourly Wages and Overtime (Lab. Code §§ 223, 510, 1194, 1194.2, 1197, 1197.1 and 1198
2. Failure to Provide Meal Periods (Lab. Code §§ 204, 223, 226.7, 512 and 1198);
3. Failure to Provide Rest Periods (Lab. Code §§ 204, 223, 226.7 and 1198);
4. Failure to Indemnify (Lab. Code § 2802);
5. Unfair Competition (Bus. & Prof. Code §§ 17200 *et seq.*);
6. Failure to Provide Accurate Written Wage Statements (Lab. Code §§ 226(a));
7. Failure to Timely Pay All Final Wages (Lab. Code §§ 201, 202 and 203); and
8. Civil Penalties (Lab. Code §§ 2698, *et seq.*).

JURY TRIAL DEMANDED

1 Plaintiff ANTONIO CASTRO (“Plaintiff”), on behalf of himself, all others similarly situated,
2 and the general public, the State of California, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this class and representative action against Defendants CADILLAC
5 PASADENA LLC, a California limited liability company; US AUTO CA, LLC, a Delaware limited
6 liability company; US AUTO TRUST, a business entity of unknown form; and DOES 1 through 50,
7 inclusive, (collectively referred to as “Defendants”) for alleged violations of the California Labor
8 Code and California Business and Professions Code. As set forth below, Plaintiff alleges that
9 Defendants have:

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

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

24 **JURISDICTION AND VENUE**

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

28 3. Venue is proper in the County of LOS ANGELES pursuant to Code of Civil Procedure

1 sections 395(a) and 395.5 in that liability arose this county because at least some of the transactions
2 that are the subject matter of this Complaint occurred therein and/or each defendant is found,
3 maintains offices, transacts business and/or has an agent therein.

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

7 **PARTIES**

8 5. Plaintiff ANTONIO CASTRO is, and at all relevant times mentioned herein, an
9 individual residing in the State of California.

10 6. Plaintiff is informed and believes, and thereupon alleges that Defendant CADILLAC
11 PASADENA is, and at all relevant times mentioned herein, a California limited liability company
12 doing business in the State of California.

13 7. Plaintiff is informed and believes, and thereupon alleges that Defendant US AUTO
14 CA, LLC is, and at all relevant times mentioned herein, a Delaware limited liability company doing
15 business in the State of California.

16 8. Plaintiff is informed and believes, and thereupon alleges that Defendant US AUTO
17 TRUST is, and at all relevant times mentioned herein, a business entity of unknown form doing
18 business in the State of California.

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

27 10. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times
28 mentioned herein, some or all of the defendants were the representatives, agents, employees, partners,

1 directors, associates, joint venturers, joint employers, owners, principals or co-participants of some
2 or all of the other defendants, and in doing the things alleged herein, were acting within the course
3 and scope of such relationship and with the full knowledge, consent, and ratification by such other
4 defendants.

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

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

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

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

23 a. **Hourly Employee Class:** All persons employed by Defendants, collectively or
24 separately, and/or any staffing agencies and/or any other third parties in hourly or
25 non-exempt positions in California four years prior to the filing of this action and
ending on the date that final judgment is entered in this action (“Hourly Employee
Class”).

26 b. **Meal Period Sub-Class:** All **Hourly Employee Class** members who worked in
27 a shift in excess of five hours during the four years prior to the filing of this action
and ending on the date that final judgment is entered in this action.

28 c. **Rest Period Sub-Class:** All **Hourly Employee Class** members who worked a

shift of at least three and one-half (3.5) hours the four years prior to the filing of this action and ending on the date that final judgment is entered in this action.

- d. **Expense Reimbursement Class:** All persons employed by Defendants in California who incurred business expenses during the **Relevant Time Period**.
- e. **Waiting Time Penalties Sub-Class:** All **Hourly Employee Class** members who separated from their employment with Defendants during the period beginning three years before the filing of this action and ending when final judgment is entered.
- f. **Wage Statement Class:** All persons employed by Defendants in California during the period beginning one year before the filing of this action and ending when final judgment is entered.
- g. **Sick-Pay Class:** All persons employed by Defendants in California who, at any time from four years prior to the filing of this action and ending on the date that final judgment is entered in this action, worked for more than 30 days for Defendants, and were not paid for at least one hour of sick time for every 30 hours of work thereafter, or at least 3 days of sick time for every 12-month period of employment.
- h. **UCL Class:** All Hourly Employee Class and Expense Reimbursement Class members employed by Defendants in California during the four years prior to the filing of this action and ending on the date that final judgment is entered in this action.

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

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

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

- a. Whether Defendants failed to pay minimum and/or overtime wages to class members for all time worked;
- b. Whether Defendants maintained a policy or practice of failing to provide employees with their meal periods;
- c. Whether Defendants maintained a policy or practice of failing to provide

- employees with their rest periods;
- d. Whether Defendants failed to pay premium wages to class members when they have not been provided with meal and rest periods at the appropriate rates of pay;
 - e. Whether Defendants failed to reimburse class members for all necessary business expenses incurred during the discharge of their duties;
 - f. Whether Defendants failed to pay proper sick time pay;
 - g. Whether class members are entitled to restitution of money or property that Defendants may have acquired from them through unfair competition;
 - h. Whether Defendants failed to provide class members with accurate written wage statements as a result of providing them with written wage statements with inaccurate entries for, among other things, amounts of gross and net wages, and total hours worked;
 - i. Whether Defendants applied policies or practices that result in late and/or incomplete final wage payments; and
 - j. Whether Defendants are liable to class members for waiting time penalties under Labor Code section 203.

18. **Typicality:** Plaintiff's claims are typical of the other class members' claims. Plaintiff is informed and believes, and thereupon alleges that Defendants have a policy or practice of failing to comply with the California Labor Code and Business and Professions Code as alleged in this Complaint.

19. **Adequacy of Class Representative:** Plaintiff is an adequate class representative and has no interests that are adverse to, or otherwise conflict with, the interests of absent class members and is dedicated to vigorously prosecuting this action on their behalf. Plaintiff will fairly and adequately represent and protect the interests of the other class members.

20. **Adequacy of Class Counsel:** Plaintiff's counsel are adequate class counsel in that they have no known conflicts of interest with Plaintiff or absent class members, are experienced in wage and hour class action litigation, and are dedicated to vigorously prosecuting this action on behalf of Plaintiff and absent class members.

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

GENERAL ALLEGATIONS

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

23. Defendants had a common policy and practice of systemically failing to pay Plaintiff and Class Members proper wages and overtime for all hours worked, at the proper rates of pay.

24. Plaintiff and Class Members were consistently required to perform work, off-the-clock, for which they were not paid wages. First, Plaintiff and Class Members' meal periods were not duty free and uninterrupted. Specifically, Plaintiff and Class Members were systemically required to keep and monitor their cell phones while on their meal breaks and were required to provide immediate responses to management from their personal cell phones while taking meal breaks. Moreover, prior to clocking in, Plaintiff and Class Members were expected to move cars around the lot for which they were not paid wages. Furthermore, after clocking out, Plaintiff and Class members were expected to deliver contracts to clients. Additionally, on Plaintiff and Class Members' days off, they conducted work off-the-clock, such as calling clients, finance tasks, or attending zoom meetings with other team members, which were all required and necessary to their duties in their work with Defendants. Further, Plaintiff and Class Members were required to be "on call," within Defendants' direct and control, for several days, for which they were not paid minimum wages. Lastly, Defendants altered Plaintiff and Class Members timecards to make it appear as if Plaintiff and Class Members took code-

1 compliant, 30-minute meal periods, when they had not.

2 25. The forgoing and uncompensated working time was under the direction and control of
3 Defendants, for which no wages were paid.

4 26. This uncompensated off-the-clock work caused Plaintiff and Class Members to work
5 in excess of eight (8), ten (10) and/or twelve (12) hours a day and/or forty (40) hours a week, entitling
6 Plaintiff and Class Members to minimum and overtime wages, which they were systemically denied.
7 Furthermore, Plaintiff and Class Members worked seven days in a row, entitling them to overtime
8 pay, for which they were not paid at either their base or regular rate.

9 27. Defendants also failed to pay Plaintiff and Class Members overtime wages at the
10 proper and applicable regular rates of pay. Plaintiff and Class Members earned commissions as well
11 as performance-based non-discretionary bonuses in addition to their hourly pay. These supplemental
12 earnings were not accounted for when determining Plaintiff and Class Members' regular rates of pay,
13 and respective and proper overtime rates of pay or meal and/or rest period premium pay. Instead,
14 Plaintiff and Class Members, to the extent they were paid for this time at all, were erroneously paid
15 at their base hourly rate of pay or at a rate lower than their regular rate of pay.

16 28. Defendants had a common policy and practice of systemically denying Plaintiff and
17 Class Members the opportunity to take meal periods in compliance with the California Law.
18 Specifically, due to understaffing and heavy workloads, Plaintiff and Class Members were denied the
19 opportunity to take timely first and second meal periods prior to the completion of their fifth and tenth
20 hours of work. Moreover, Plaintiff and Class Members were not relieved of all work duties and were
21 required to keep working during meal breaks. Additionally, the uncompensated pre-shift duties,
22 discussed herein, delayed Plaintiff and Class Members' meal periods to commence after the
23 completion of their fifth and tenth hours of work, respectively. Lastly, Defendants altered Plaintiff
24 and Class Members time cards to make it appear as if Plaintiff and Class Members took code-
25 compliant, 30 minute meal periods, when they had not.

26 29. Plaintiff and Class Members were not provided with meal periods of at least thirty (30)
27 minutes for each five (5) hour work period due to (1) Defendants' policy of not scheduling each meal
28 period as part of each work shift; (2) no formal written meal policy that encouraged employees to

1 take their meal periods, or that advised Class Members of their meal and rest period rights; and (3)
2 Defendants' practice of requiring putative class members to continue working through their meal and
3 rest periods due to the excessive workload and having to keep and monitor their cell phones on meal
4 and rest periods.

5 30. Defendants had a common policy and practice of systemically denying Plaintiff and
6 Class Members the opportunity to take first, second, and third rest periods in compliance with the
7 California Law. Plaintiff and Class Members were not provided with rest periods of at least ten (10)
8 minutes for each four (4) hour work period, or major fraction thereof, due to (1) Defendants' policy
9 of not scheduling each rest period as part of each work shift, including second rest breaks for shifts
10 of six (6) hours or more; (2) no formal compliant written rest period policy that encouraged employees
11 to take their rest periods, or that properly advised Plaintiff and Class Members of their rest period
12 rights; (3) Defendants' policy and practice of requiring putative class members to continue working
13 through their rest breaks due to the excessive workload, including having to keep and monitor their
14 company or personal phones during meal periods and rest breaks. Also, at times, Plaintiff and Class
15 Members were paid on a draw versus commission system. Plaintiff and Class Members were not
16 separately compensated for mandatory paid rest breaks when their earnings were entirely based on
17 commission or bonus wages.

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

20 32. Plaintiff and Class Members were not reimbursed for business expenses incurred in
21 executing their duties under Defendant's employ. Specifically, Plaintiff and Class Members were
22 required to use their personal cell phones for work related activities. Moreover, when Plaintiff and
23 Class Members worked from home, they were required to use their personal laptops, keyboards,
24 printers, and home internet service. These expenses were all necessary to perform their job duties
25 under Defendants. Plaintiff and Class members were not reimbursed for these necessary work-related
26 expenses

27 33. Defendants had a common policy and practice of systemically failing to pay Plaintiff
28 and Class Members the requisite sick time pay in accordance with California Law. Specifically, the

1 sick pay paid to Plaintiff and Class Members did not account for performance-based non-
2 discretionary bonuses, and incentives were never factored into the rate upon which sick pay was
3 accrued and paid.

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

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

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

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

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

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

25 ///

26 ///

27 ///

1 **FIRST CAUSE OF ACTION**

2 **FAILURE TO PAY MINIMUM HOURLY AND OVERTIME WAGES**

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

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

5 40. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
6 herein.

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

10 42. Section 2 of the applicable Wage Order defines “hours worked” as “the time during
11 which an employee is subject to the control of the employer, and includes all the time the employee
12 is suffered or permitted to work, whether or not required to do so.”

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

16 44. Labor Code section 1194 invalidates any agreement between an employer and an
17 employee to work for less than the minimum or overtime wage required under the applicable Wage
18 Order.

19 45. Labor Code section 1194.2 entitles non-exempt employees to recover liquidated
20 damages in amounts equal to the amounts of unpaid minimum wages and interest thereon in addition
21 to the underlying unpaid minimum wages and interest thereon.

22 46. Labor Code section 1197 makes it unlawful for an employer to pay an employee less
23 than the minimum wage required under the applicable Wage Order for all hours worked during a
24 payroll period.

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

28 ///

1 48. Labor Code section 1198 makes it unlawful for employers to employ employees under
2 conditions that violate the applicable Wage Order.

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

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

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

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

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

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

24 55. Plaintiff and **Hourly Employee Class** members were not paid proper wages and
25 overtime for all hours worked, at the proper rates of pay. Defendants had a common policy and
26 practice of systemically failing to pay Plaintiff and **Hourly Employee Class** members proper wages
27 and overtime for all hours worked, at the proper rates of pay.

28 ///

1 56. Plaintiff and **Hourly Employee Class** members were consistently required to perform
2 work, off-the-clock, for which they were not paid wages. First, Plaintiff and **Hourly Employee Class**
3 members' meal periods were not duty free and uninterrupted. Specifically, Plaintiff and **Hourly**
4 **Employee Class** members were systemically required to keep and monitor their cell phones while on
5 their meal breaks and were required to provide immediate responses to management from their
6 personal cell phones while taking meal breaks. Moreover, prior to clocking in, Plaintiff and **Hourly**
7 **Employee Class** members were expected to move cars around the lot for which they were not paid
8 wages. Furthermore, after clocking out, Plaintiff and **Hourly Employee Class** members were
9 expected to deliver contracts to clients. Additionally, on Plaintiff and **Hourly Employee Class**
10 members' days off, they conducted work off-the-clock, such as calling clients, finance tasks, or
11 attending zoom meetings with other team members, which were all required and necessary to their
12 duties in their work with Defendants. Further, Plaintiff and **Hourly Employee Class** members were
13 required to be "on call" for several days, for which they were not paid minimum wages. Lastly,
14 Defendants altered Plaintiff and **Hourly Employee Class** members timecards to make it appear as if
15 Plaintiff and **Hourly Employee Class** members took code-compliant, 30-minute meal periods, when
16 they had not.

17 57. The forgoing and uncompensated working time was under the direction and control of
18 Defendants, for which no wages were paid.

19 58. This uncompensated off-the-clock work caused Plaintiff and **Hourly Employee Class**
20 members to work in excess of eight (8), ten (10) and/or twelve (12) hours a day and/or forty (40)
21 hours a week, entitling Plaintiff and **Hourly Employee Class** members to minimum and overtime
22 wages, which they were systemically denied. Furthermore, Plaintiff and **Hourly Employee Class**
23 members worked seven days in a row, entitling them to overtime pay, for which they were not paid
24 at either their base or regular rate.

25 59. Defendants also failed to pay Plaintiff and **Hourly Employee Class** members
26 overtime wages at the proper and applicable regular rates of pay. Plaintiff and **Hourly Employee**
27 **Class** members earned commissions as well as performance-based non-discretionary bonuses in
28 addition to their hourly pay. These supplemental earnings were not accounted for when determining

1 Plaintiff and **Hourly Employee Class** members' regular rates of pay, and respective and proper
2 overtime rates of pay or meal and/or rest period premium pay. Instead, Plaintiff and **Hourly**
3 **Employee Class** members, to the extent they were paid for this time at all, were erroneously paid at
4 their base hourly rate of pay or at a rate lower than their regular rate of pay.

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

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

12 62. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the
13 substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of himself and
14 **Hourly Employee Class** members, seeks to recover reasonable attorneys' fees.

15 **SECOND CAUSE OF ACTION**

16 **FAILURE TO PROVIDE MEAL PERIODS**

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

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

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

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

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

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

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

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

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

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

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

20 71. Plaintiff alleges that, at all relevant times during the applicable limitations period,
21 Defendants maintained a policy or practice of not providing Plaintiff and members of the **Meal Period**
22 **Sub-Class** with uninterrupted, duty-free meal periods for at least thirty (30) minutes for each five (5)
23 hour work period, as required by Labor Code section 512 and the applicable Wage Order.
24 Specifically, due to understaffing and heavy workloads, Plaintiff and members of the **Meal Period**
25 **Sub-Class** were denied the opportunity to take timely first and second meal periods prior to the
26 completion of their fifth and tenth hours of work. Moreover, Plaintiff and members of the **Meal**
27 **Period Sub-Class** were not relieved of all work duties and were required to keep working during
28 meal breaks. Additionally, the uncompensated pre-shift duties, discussed herein, delayed Plaintiff and

1 members of the **Meal Period Sub-Class**' meal periods to commence after the completion of their
2 fifth and tenth hours of work, respectively. Lastly, Defendants altered Plaintiff and members of the
3 **Meal Period Sub-Class** time cards to make it appear as if Plaintiff and members of the **Meal Period**
4 **Sub-Class** took code-compliant, 30 minute meal periods, when they had not.

5 72. Additionally, Plaintiff and members of the **Meal Period Sub-Class** were not provided
6 with meal periods of at least thirty (30) minutes for each five (5) hour work period due to (1)
7 Defendants' policy of not scheduling each meal period as part of each work shift; (2) no formal written
8 meal policy that encouraged employees to take their meal periods, or that advised Class Members of
9 their meal and rest period rights; and (3) Defendants' practice of requiring putative class members to
10 continue working through their meal and rest periods due to the excessive workload and having to
11 keep and monitor their cell phones on meal and rest periods.

12 73. Plaintiff alleges that, at all relevant times during the applicable limitations period,
13 Defendants maintained a policy or practice of failing to pay premium wages to **Meal Period Sub-**
14 **Class** members when they worked five (5) hours without clocking out for any meal period.

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

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

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

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

27 78. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the
28 substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of himself and the

1 **Meal Period Sub-Class** members, seeks to recover reasonable attorneys' fees.

2 **THIRD CAUSE OF ACTION**

3 **FAILURE TO PROVIDE REST PERIODS**

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

5 **(Plaintiff and Rest Period Sub-Class)**

6 79. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
7 herein.

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

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

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

19 83. Compensation for missed rest periods constitutes wages within the meaning of Labor
20 Code section 200.

21 84. Labor Code section 1198 makes it unlawful to employ a person under conditions that
22 violate the Wage Order.

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

27 86. Plaintiff and **Rest Period Sub-Class** members were not provided with rest periods of
28 at least ten (10) minutes for each four (4) hour work period, or major fraction thereof, due to (1)

1 Defendants' policy of not scheduling each rest period as part of each work shift, including second
2 rest breaks for shifts of six (6) hours or more; (2) no formal compliant written rest period policy that
3 encouraged employees to take their rest periods, or that properly advised **Rest Period Sub-Class**
4 members of their rest period rights;(3) Defendants' policy and practice of requiring **Rest Period Sub-**
5 **Class** members to continue working through their rest breaks due to the excessive workload, including
6 having to keep and monitor their company or personal phones during meal periods and rest breaks.
7 Also, at times, Plaintiff and Class Members were paid on a draw versus commission system. Plaintiff
8 and Class Members were not separately compensated for mandatory paid rest breaks when their
9 earnings were entirely based on commission or bonus wages.

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

12 88. Pursuant to Labor Code section 204, 218.6 and 226.7, Plaintiff, on behalf of himself
13 and **Rest Period Sub-Class** members, seeks to recover unpaid premium wages, interest thereon, and
14 costs of suit.

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

18 **FOURTH CAUSE OF ACTION**

19 **FAILURE TO INDEMNIFY**

20 **(Lab. Code § 2802)**

21 **(Plaintiff and Reimbursement Class)**

22 90. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
23 herein.

24 91. Labor Code section 2802(a) states:

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

28 ///

1 92. Plaintiff and **Expense Reimbursement Class** members were not reimbursed for
2 business expenses incurred in executing their duties under Defendant’s employ. Specifically, Plaintiff
3 and **Expense Reimbursement Class** members were required to use their personal cell phones for
4 work related activities. Moreover, when Plaintiff and **Expense Reimbursement Class** members
5 worked from home, they were required to use their personal laptops, keyboards, printers, and home
6 internet service. These expenses were all necessary to perform, their duties under Defendants’
7 employ. Plaintiff and **Expense Reimbursement Class Members** were not reimbursed for these
8 necessary work-related expenses.

9 93. Accordingly, Plaintiff and **Expense Reimbursement Class** members are entitled to
10 restitution for all unpaid amounts due and owing to within four (4) years of the date of the filing of
11 the Complaint and until the date of entry of judgment.

12 94. Plaintiff, on behalf of himself, and **Expense Reimbursement Class** members, seeks
13 interest thereon and costs pursuant to Labor Code section 218.6, and reasonable attorneys’ fees and
14 costs pursuant to Code of Civil Procedure section 1021.5.

15 **FIFTH CAUSE OF ACTION**

16 **UNFAIR COMPETITION**

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

18 **(Plaintiff and the UCL Sub-Classes)**

19 95. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
20 herein.

21 96. Business and Professions Code section 17200 defines “unfair competition” to include
22 any unlawful business practice.

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

27 98. Labor Code Section 246 affords an employee “who works in California for 30 or
28 more days within a year from the commencement of employment [] paid sick days . . . of not less

1 than one hour per every 30 hours worked” and “no less than 24 hours of accrued sick leave or paid
2 time off by the 120th calendar day of employment or each calendar year, or in each 12-month
3 period.”

4 99. Additionally, Subsection (l) of Section 246 provides:

5 For the purposes of this section, an employer shall calculate paid sick leave
6 using any of the following calculations:

7 (1) Paid sick time for nonexempt employees shall be calculated in the same
8 manner as the regular rate of pay for the workweek in which the employee
9 uses paid sick time, whether or not the employee actually works overtime
in that workweek.

10 100. Defendants had a common policy and practice of systemically failing to pay Plaintiff
11 and **UCL Sick Pay Class** Members the requisite sick time pay in accordance with California Law.
12 Specifically, the sick pay paid to Plaintiff and **UCL Sick Pay Class** Members did not account for the
13 shift differential pay as well as performance-based non-discretionary bonuses, which were never
14 factored into the rate upon which sick pay was accrued and paid.

15 101. Therefore, **UCL Sick Pay Class** Members are owed the unpaid balance of said
16 wages pursuant to the Wage order according to proof at trial, interest pursuant to Labor Code §§
17 218.6 and 1194(a), Civil Code §§ 3287 and § 3289, and reasonable attorneys' fees and costs and/or
18 penalties pursuant to Labor Code § 558(a).

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

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

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

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

26 106. Plaintiff is informed and believes, and thereupon alleges that by committing the Labor
27 Code violations described in this Complaint, Defendants violated Labor Code sections 215, 216, 225,
28 226.6, 226.7, 246, 354, 408, 512, 510, 553, 1175, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and

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

3 107. Defendants have committed criminal conduct through their policies and practices of,
4 *inter alia*, failing to comport with their affirmative obligations as an employer to: provide non-exempt
5 employees with compliant meal and rest periods; pay for all hours worked at the proper rates of pay;
6 proper sick time pay; and reimbursement for necessary business expenditures.

7 108. Defendants' unlawful conduct as alleged in this Complaint amounts to and constitutes
8 unfair competition within the meaning of Business and Professions Code section 17200 *et seq.*
9 Business and Professions Code section 17200 *et seq.* protects against unfair competition and allows
10 a person who has suffered an injury-in-fact and has lost money or property as a result of an unfair,
11 unlawful or fraudulent business practice to seek restitution on his own behalf and on behalf of
12 similarly situated persons in a class action proceeding.

13 109. As a result of Defendants' violations of the Labor Code during the applicable
14 limitations period, Plaintiff has suffered an injury-in-fact and has lost money or property in the form
15 of earned wages. Specifically, Plaintiff has lost money or property as a result of Defendants' conduct.

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

18 111. Due to the unfair and unlawful business practices in violation of the Labor Code,
19 Defendants have gained a competitive advantage over other comparable companies doing business in
20 the State of California that comply with their legal obligations.

21 112. California's Unfair Competition Law ("UCL") permits civil recovery and injunctive
22 relief for "any unlawful, unfair or fraudulent business act or practice," including if a practice or act
23 violates or is considered unlawful under any other state or federal law.

24 113. Accordingly, pursuant to Business and Professions Code sections 17200 and 17203,
25 Plaintiff requests the issuance of temporary, preliminary and permanent injunctive relief enjoining
26 Defendants, and each of them, and their agents and employees, from further violations of the Labor
27 Code and applicable Wage Orders.

28 ///

114. Accordingly, pursuant to Bus. & Prof. Code sections 17200 and 17203, Plaintiff requests the issuance of temporary, preliminary and permanent injunctive relief enjoining Defendants, and each of them, and their agents and employees, from further violations of the Labor Code and applicable Industrial Welfare Commission Wage Orders; and upon a final hearing seeks an order permanently enjoining Defendants, and each of them, and their respective agents and employees, from further violations of the Labor Code and applicable Industrial Welfare Commission Wage Orders.

115. Pursuant to Business and Professions Code section 17203, Plaintiff, on behalf of himself and **UCL Class** members, seeks declaratory relief and restitution of all monies rightfully belonging to them that Defendants did not pay them or otherwise retained by means of its unlawful and unfair business practices.

116. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine and/or the common fund doctrine, Plaintiff and **UCL Class** members are entitled to recover reasonable attorneys' fees in connection with their unfair competition claims.

117. Pursuant to Business and Professions Code section 17203, Plaintiff, on behalf of himself and **UCL Class** members, seeks declaratory relief and restitution of all monies rightfully belonging to them that Defendants did not pay them or otherwise retained by means of its unlawful and unfair business practices.

118. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine and/or the common fund doctrine, Plaintiff and **UCL Class** members are entitled to recover reasonable attorneys' fees in connection with their unfair competition claims.

SIXTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE WRITTEN WAGE STATEMENTS

(Lab. Code § 226)

(Plaintiff and Wage Statement Penalties Sub-Class)

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

///

120. Labor Code section 226(a) states:

An employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee and, beginning July 1, 2013, if the employer is a temporary services employer as defined in Section 201.3, the rate of pay and the total hours worked for each temporary services assignment. The deductions made from payment of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement and the record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California. For purposes of this subdivision, 'copy' includes a duplicate of the itemized statement provided to an employee or a computer-generated record that accurately shows all of the information required by this subdivision.

121. The Division of Labor Standards Enforcement ("DLSE") has sought to harmonize the "detachable part of the check" provision and the "accurate itemized statement in writing" provision of Labor Code section 226(a) by allowing for electronic wage statements so long as each employee retains the right to elect to receive a written paper stub or record and that those who are provided with electronic wage statements retain the ability to easily access the information and convert the electronic statements into hard copies at no expense to the employee. (DLSE Opinion Letter July 6, 2006).

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

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

5 124. Plaintiff is informed and believes that Defendants' failure to provide Plaintiff and
6 **Wage Statement Class** members with accurate written wage statements was intentional in that
7 Defendants have the ability to provide them with accurate wage statements but have intentionally
8 provided them with written wage statements that Defendants have known do not comply with Labor
9 Code section 226(a).

10 125. Plaintiff and **Wage Statement Class** members have suffered injuries, in that
11 Defendants have violated their legal rights to receive accurate wage statements and have misled them
12 about their actual rates of pay and wages earned. In addition, inaccurate information on their wage
13 statements has prevented immediate challenges to Defendants' unlawful pay practices, has required
14 discovery and mathematical computations to determine the amount of wages owed, has caused
15 difficulty and expense in attempting to reconstruct time and pay records, and/or has led to the
16 submission of inaccurate information about wages and deductions to federal and state government
17 agencies.

18 126. Pursuant to Labor Code section 226(e), Plaintiff, on behalf of himself and **Wage**
19 **Statement Class** members, seeks the greater of actual damages or \$50.00 for the initial pay period in
20 which a violation of Labor Code section 226(a) occurred, and \$100.00 for each subsequent pay period
21 in which a violation of Labor Code section 226(a) occurred, not to exceed an aggregate penalty of
22 \$4000.00 per class member, as well as awards of reasonable attorneys' fees and costs.

23 **SEVENTH CAUSE OF ACTION**

24 **FAILURE TO TIMELY PAY ALL FINAL WAGES**

25 **(Lab. Code §§ 201-203)**

26 **(Plaintiff and Waiting Time Penalties Sub-Class)**

27 127. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
28 herein.

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

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

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

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

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

16 133. Plaintiff is informed and believes, and thereupon alleges that Defendants' failure to
17 timely pay all final wages to him and **Waiting Time Penalties Sub-Class** members has been willful
18 in that Defendants have the ability to pay final wages in accordance with Labor Code sections 201
19 and/or 202 but have intentionally adopted policies or practices that are incompatible with those
20 requirements.

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

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

27 ///

28 ///

1 **EIGHTH CAUSE OF ACTION**

2 **CIVIL PENALTIES**

3 **(Lab. Code §§ 2698, *et seq.*)**

4 136. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

5 137. During the applicable limitations period, Defendants have violated Labor Code §§
6 201, 202, 203, 204, 210, 226, 226.3, 226.7, 226.8, 510, 512, 515, 558.1, 1174, 1174.5, 1182.12, 1185,
7 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.*, and 2802.¹

8 138. Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on behalf of himself
9 and other current and former employees, to bring a representative civil action to recover civil penalties
10 pursuant to the procedures set forth in Labor Code § 2699.3 that may, but need not, be brought or
11 maintained as a class action pursuant to Code of Civil Procedure section 382.

12 139. Plaintiff, a former employee against whom Defendants committed one or more of the
13 alleged Labor Code violations during the applicable limitations period, is an aggrieved employee
14 within the meaning of Labor Code § 2699(c). Plaintiff was employed by Defendants as a non-exempt
15 hourly employee in California. Aggrieved Employees include all non-exempt hourly employees of
16 Defendants within the state of California from one year prior to the date of this letter and continuing
17 through the present (Plaintiff and Aggrieved Employees are collectively referred to herein as
18 “Aggrieved Employees”)

19 140. Plaintiff has complied with the procedures for bringing suit specified in Labor Code §
20 2699.3. Notice was provided to the California Labor & Workforce Development Agency (“LWDA”)
21 and 65 days have elapsed without the LWDA providing Plaintiff with any notice of an intent to
22 investigate.

23 141. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff seeks the following civil
24 penalties for Defendants’ violations of Labor Code §§ 201, 202, 203, 204, 226.7, 221, 226(a), 226.8,
25

26 ¹ Plaintiff hereby reserves the right to seek penalties on behalf of all Aggrieved Employees, for
27 Defendants’ violations of the applicable provisions of the Labor Code, suffered by Aggrieved
28 Employees, but not directly suffered by Plaintiff under *Huff v. Securitas Security Services USA, Inc.*
(2018) 23 Cal.App.5th 745.

1 510, 512, 1174, 1194, 1194.2, 1197, 1197.1, 1198, and 2802:

- 2 i. For violations of Labor Code §§ 201, 202, 203, 226.7, 1174, 1194, 1198 and
3 2802, one hundred dollars (\$100) for each employee per pay period for each
4 initial violation and two hundred dollars (\$200) for each employee per pay
5 period for each subsequent violation (penalties set by Labor Code §
6 2699(f)(2));
- 7 ii. For violations of Labor Code § 203, a penalty in an amount not exceeding thirty
8 (30) days' pay as waiting time (penalties set by Labor Code § 256);
- 9 iii. For violations of Labor Code § 204, one hundred dollars (\$100) for each
10 employee for each initial violation that was neither willful nor intentional, two
11 hundred dollars (\$200) for each employee, plus 25% of the amount unlawfully
12 withheld from each employee, for each initial violation that was either willful
13 or intentional, and two hundred dollars (\$200) for each employee, plus twenty-
14 five percent (25%) of the amount unlawfully withheld from each employee,
15 for each subsequent violation, regardless of whether the subsequent violation
16 was either willful or intentional (penalties set by Labor Code § 210);
- 17 iv. For violations of Labor Code § 223, one hundred dollars (\$100) for each
18 employee for each initial violation that was neither willful nor intentional, two
19 hundred dollars (\$200) for each employee, plus twenty-five percent (25%) of
20 the amount unlawfully withheld from each employee, for each initial violation
21 that was either willful or intentional, and two hundred dollars (\$200) for each
22 employee, plus twenty-five percent (25%) of the amount unlawfully withheld
23 from each employee, for each subsequent violation, regardless of whether the
24 subsequent violation was either willful or intentional (penalties set by Labor
25 Code § 225.5);
- 26 v. For violations of Labor Code § 226(a), if this action is deemed to be an initial
27 citation, two hundred and fifty dollars (\$250) for each employee for each
28 violation. Alternatively, if an initial citation or its equivalent occurred before

1 the filing of this action, one thousand dollars (\$1,000) for each employee for
2 each violation (penalties set by Labor Code § 226.3);

3 vi. For violation of Labor Code §§ 510 and 512, fifty dollars (\$50) for each
4 employee for each initial pay period for which the employee was underpaid,
5 and one hundred dollars (\$100) for each employee for each subsequent pay
6 period for which the employee was underpaid (penalties set by Labor Code §
7 558);

8 vii. For violations of Labor Code § 1197, one hundred dollars (\$100) for each
9 aggrieved employee for each initial violation of Labor Code § 1197 that was
10 intentional and two hundred and fifty dollars (\$250) for each aggrieved
11 employee per pay period for each subsequent violation of Labor Code § 1197,
12 regardless of whether the initial violation was intentional (penalties set by
13 Labor Code § 1197.1);

14 viii. Pursuant to Labor Code § 2699(g), Plaintiff seeks an award of reasonable
15 attorneys' fees and costs in connection with Plaintiff's claims for civil
16 penalties.

17 **PRAYER FOR RELIEF**

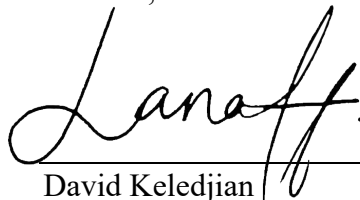
18 WHEREFORE, Plaintiff, on behalf of himself, all others similarly situated, the State of
19 California, and the general public, prays for relief and judgment against Defendants as follows:

- 20 a. An order that the action be certified as a class action;
21 b. An order that Plaintiff be appointed class representative;
22 c. An order that counsel for Plaintiff be appointed class counsel;
23 d. Unpaid wages and overtime;
24 e. Actual damages;
25 f. Liquidated damages;
26 g. Unreimbursed expenses;
27 h. Restitution;
28 i. Declaratory relief;

- j. Pre-judgment interest;
- k. Civil penalties;
- l. Statutory penalties;
- m. Costs of suit;
- n. Reasonable attorneys' fees; and
- o. Such other relief as the Court deems just and proper.

Dated: August 21, 2026

D.LAW, INC.



David Keledjian
Svetlana Hovhannisyan
Attorneys for Plaintiff
ANTONIO CASTRO, and the putative class

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DEMAND FOR JURY TRIAL

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

Dated: August 21, 2026

D.LAW, INC.

A handwritten signature in black ink, appearing to read "Lanaff", is written over a horizontal line.

David Keledjian
Svetlana Hovhannisyen
Attorneys for Plaintiff
ANTONIO CASTRO, and the putative class

1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

3 I, the undersigned, am over the age of 18 years and not a party to this action. My business
4 address is 250 N Madison Avenue, 2nd Floor, Pasadena, California 91101, which is located in Los Angeles County, where the service herein occurred.

5 On the date of execution hereof, I caused to be served the following attached document/s:

6 **FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT**

7 on the interested parties in this action, addressed as follows:

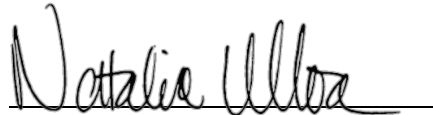
8 Attorneys for Defendants Cadillac Pasadena LLC, US Auto CA, LLC, and US Auto Trust:

9 Joel Moon, Esq.
10 Luke D. Bambrick, Esq.
11 **FISHER & PHILLIPS LLP**
12 444 South Flower Street, Suite 1500
13 Los Angeles, California 90071
14 Tel: (213) 330-4500 / Fax: (213) 330-4501
15 Emails: JMoon@fisherphillips.com
LBambrick@fisherphillips.com

14 **X VIA ELECTRONIC MAIL:** Service by electronic mail to parties who have already
15 appeared in this post-January 1, 2019 proceeding was made pursuant to the procedures specified in California Code of Civil Procedure § 1010.6(b). The electronic mail was sent to electronic service address(es) that has/have been previously confirmed by email.

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

18 Executed on **August 21, 2026**, at Pasadena, California.

19 
20 Natalia Ulloa

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES Branch Name: Spring Street Courthouse Mailing Address: 312 North Spring Street City, State and Zip Code: Los Angeles CA 90012	
SHORT TITLE: ANTONIO CASTRO, ON BEHALF OF HIMSELF AND ALL OTHERS SIMILARLY SITUATED vs CADILLAC PASADENA LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, et al.	CASE NUMBER: 26STCV19383
NOTICE OF CONFIRMATION OF ELECTRONIC FILING	

The Electronic Filing described by the below summary data was reviewed and accepted by the Superior Court of California, County of LOS ANGELES. In order to process the filing, the fee shown was assessed.

Electronic Filing Summary Data

Electronically Submitted By: Legal Connect
Reference Number: 16249767_2026_08_21_17_11_08_623_3
Submission Number: 26LA01810217
Court Received Date: 08/21/2026
Court Received Time: 5:15 pm
Case Number: 26STCV19383
Case Title: ANTONIO CASTRO, ON BEHALF OF HIMSELF AND ALL OTHERS SIMILARLY SITUATED vs
CADILLAC PASADENA LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, et al.
Location: Spring Street Courthouse
Case Type: Civil Unlimited
Case Category: Other Employment Complaint Case
Jurisdictional Amount: Over \$35,000
Notice Generated Date: 08/24/2026
Notice Generated Time: 11:53 am

Documents Electronically Filed/Received

Status

Amended Complaint

ACCEPTED

Comments

Submitter's Comments:

Clerk's Comments:

Electronic Filing Service Provider Information

Service Provider: Legal Connect
Contact: Legal Connect
Phone: (800) 909-6859