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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

GEORGE CHAVEZ, and JEREMIAH GRAHAM, as Aggrieved Employees, and on behalf of all other Aggrieved Employees under the Labor Code Private Attorneys' General Act of 2004,

Plaintiffs

v.

DCH California Motors, Inc., a California corporation; DCH Riverside-S, Inc., a California corporation; Lithia Motors, Inc., an Oregon corporation; Lithia Motors Support Services, Inc., an Oregon corporation; and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 26STCV31977

REPRESENTATIVE ACTION

COMPLAINT UNDER THE LABOR CODE PRIVATE ATTORNEYS' GENERAL ACT OF 2004 FOR CIVIL PENALTIES UNDER LABOR CODE SECTIONS 210, 226.3, 558, 1174.5, 1197.1 and 2699

[Amount in Controversy Greater Than $35,000.00]

Plaintiffs GEORGE CHAVEZ, and JEREMIAH GRAHAM ("Plaintiffs"), as Aggrieved Employees, and on behalf of all other Aggrieved Employees under the Labor Code Private Attorneys' General Act of 2004, alleges as follows:

INTRODUCTION

1. This is a representative action, pursuant to the Labor Code Private Attorneys General Act of 2004, codified at Labor Code section 2698, *et seq.* ("PAGA"), against DCH California Motors, Inc., a California corporation, and any of its respective subsidiaries or affiliated companies within the State of California ("DCH California Motors"), DCH Riverside-S, Inc., a California corporation, and any of its respective subsidiaries or affiliated companies within the State of California ("DCH Riverside-S") Lithia Motors, Inc., an Oregon corporation, and any of its respective subsidiaries or affiliated companies within the State of California ("Lithia Motors"), Lithia Motors Support Services, Inc., an Oregon corporation, and any of its respective subsidiaries or affiliated companies within the State of California ("Lithia Motors Support Services"), (hereinafter, DCH California Motors, DCH Riverside-S, Lithia Motors., and Lithia Motors Support Services collectively, with DOES 1 through 100, as further defined below, "Defendants") as a proxy of the Labor and Workforce Development Agency of the State of California ("LWDA"), on behalf of Plaintiffs and all Aggrieved Employees that worked for Defendants during the PAGA Period. Specifically, in connection with any alleged claims for failure to comply with Labor Code sections 200, 201, 202, 203, 204, 210, 221, 223, 226, 226.3, 227.3, 245, 246, 432, 432.5, 1198, 1198.5 and applicable Wage Orders. Plaintiffs seek to represent all current and former employees that worked for Defendants during the PAGA Period. On all other claims mentioned herein, Plaintiffs seek to represent only non-exempt current and former employees that worked for Defendants during the PAGA Period. Collectively, these employees are herein referred to as "Aggrieved Employees." The "PAGA Period" refers to one year preceding the date notice was submitted to the LWDA, continuing past the date of notice to the LWDA until judgement is entered.

PARTIES

2. Plaintiff GEORGE CHAVEZ ("Plaintiff Chavez") is a resident of the State of California. At all relevant times herein, Plaintiff Chavez is informed and believes, and based thereon

alleges, that Defendants employed Plaintiff Chavez as a non-exempt employee. Plaintiff Chavez worked as an internet manager and sales representative with duties that included, but were not limited to, tracking online inquiries from customers regarding car sales, responding to customers in order to book in-person appointments, and engaging in sales when customers come to their appointments. Plaintiff Chavez is informed and believes, and based thereon alleges, that Plaintiff Chavez worked for Defendants from approximately October of 2021 through approximately January of 2026.

3. Plaintiff JEREMIAH GRAHAM ("Plaintiff Graham") is a resident of the State of California. At all relevant times herein, Plaintiff Graham is informed and believes, and based thereon alleges, that Defendants employed Plaintiff Graham as a non-exempt employee. Plaintiff Graham worked as a porter, line technician, and a team lead with duties that included, but were not limited to, cleaning cars, cleaning the shop including mopping the floors by hand, flagging hours and leading the team, as well as servicing cars and preparing them for customer delivery or pickup. Plaintiff Graham is informed and believes, and based thereon alleges, that Plaintiff Graham worked for Defendants from approximately July of 2018 through approximately October of 2025.

4. Plaintiffs are informed and believe and based thereon allege that defendant DCH California Motors is, and at all times relevant hereto was, a corporation existing under and by virtue of the laws of the State of California. At all relevant times herein, DCH California Motors employed Plaintiffs and Aggrieved Employees within the State of California.

5. Plaintiffs are informed and believe and based thereon allege that defendant DCH Riverside-S is, and at all times relevant hereto was, a corporation existing under and by virtue of the laws of the State of California. At all relevant times herein, DCH Riverside-S employed Plaintiffs and Aggrieved Employees within the State of California.

6. Plaintiffs are informed and believe and based thereon allege that defendant Lithia Motors is, and at all times relevant hereto was, a corporation existing under and by virtue of the laws of the State of California. At all relevant times herein, Lithia Motors employed Plaintiffs and Aggrieved Employees within the State of California.

7. Plaintiffs are informed and believe and based thereon allege that defendant Lithia

Motors Support Services is, and at all times relevant hereto was, a corporation existing under and by virtue of the laws of the State of California. At all relevant times herein, Lithia Motors Support Services employed Plaintiffs and Aggrieved Employees within the State of California.

8. The true names and capacities, whether individual, corporate, associate, or otherwise, of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiffs, who therefore sue defendants by such fictitious names under Code of Civil Procedure section 474. Plaintiffs are informed and believe and based thereon allege that each of the defendants designated herein as DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiffs will seek leave of court to amend this complaint to reflect the true names and capacities of the defendants designated hereinafter as DOES when such identities become known.

JOINT LIABILITY ALLEGATIONS

9. Plaintiffs are informed and believe, and based thereon allege, that each defendant acted in all respects pertinent to this action, as the agent of the other defendant(s), carried out a joint scheme, business plan, or policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the other defendants. Whenever, heretofore or hereinafter, reference is made to "Defendants," it shall include DCH California Motors, DCH Riverside-S, Lithia Motors, and Lithia Motors Support Services, and any of their parent, subsidiary, or affiliated companies within the State of California, as well as DOES 1 through 100 identified herein.

10. Plaintiffs are informed and believe and based thereon allege that all the times mentioned herein, each of the Defendants was the agent, principal, employee, employer, representative, joint venture, or co-conspirator of each of the other defendants, either actually or ostensibly, and in doing the things alleged herein acted within the course and scope of such agency, employment, joint venture, and conspiracy.

11. All of the acts and conduct described herein of each and every corporate defendant was duly authorized, ordered, and directed by the respective and collective defendant corporate employers, and the officers and management-level employees of said corporate employers. In addition thereto, said corporate employers participated in the aforementioned acts and conduct of their said employees, agents, and representatives, and each of them; and upon completion of the

aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded, acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the aforementioned corporate employees, agents and representatives.

12. As a result of the aforementioned facts, Plaintiffs are informed and believe, and based thereon allege that Defendants, and each of them, are joint employers.

JURISDICTION

13. Jurisdiction exists in the Superior Court of the State of California pursuant to Code of Civil Procedure section 410.10.

14. Venue is proper in Los Angeles County, California pursuant to Code of Civil Procedure sections 392, *et seq*. because, among other things, Los Angeles County is where the causes of action complained of herein arose; the county in which the employment relationship began; the county in which performance of the employment contract, or part of it, between Plaintiffs and Defendants were due to be performed; the county in which the employment contract, or part of it, between Plaintiffs and Defendants were actually performed; and the county in which Defendants, or some of them, reside. Moreover, the unlawful acts alleged herein have a direct effect on Plaintiffs and Aggrieved Employees in Los Angeles County, and Defendants employ Aggrieved Employees in Los Angeles County.

PAGA REPRESENTATIVE ALLEGATIONS

15. Plaintiffs as "Aggrieved Employees" under PAGA, as Plaintiffs were employed by Defendants during the PAGA Period and suffered the Labor Code violations set forth herein. Accordingly, Plaintiffs seek to recover civil penalties under PAGA, plus reasonable attorneys' fees and costs, for Plaintiffs and all other Aggrieved Employees of Defendants during the PAGA Period.

16. Specifically, Plaintiffs seek to recover PAGA civil penalties through a representative action permitted by PAGA and the California Supreme Court in, among other authorities, *Arias v. Superior Court* (2009) 46 Cal.4th 969. According to the same authorities, class certification of the PAGA allegations described herein is not required.

17. Labor Code section 2699, subdivisions (a) and (g), authorizes Aggrieved Employees

such as Plaintiffs to bring a civil action to recover civil penalties pursuant to the procedures specified in Labor Code section 2699.3 on behalf of Plaintiffs and all other Aggrieved Employees within the PAGA Period.

18. Pursuant to Labor Code section 2699.3, on or around July 17, 2026, Plaintiffs provided written notice of Defendants' violation of various provisions of the Labor Code to the LWDA online and by certified mail, with return receipt requested, to Defendants ("PAGA Notice").

19. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65) calendar days of the PAGA Notice.

20. To the extent Defendants, or either of them, previously used the notice and cure provision of Labor Code section 2699.3 within the last twelve months, under section 2699.3(d), then Defendants, or those who have availed themselves of the cure provisions validly, are not eligible to cure the violations discussed herein under section 2699.3 or otherwise use the early evaluation conference process pursuant to section 2699.3(f).

21. In the event that Defendants, or either of them, is/are determined to have satisfied sections 2699(g), 2699(h), or otherwise 2699(d)(1), Defendants, or any that is determined to have satisfied sections 2699(g), 2699(h), is also, in the alternative, liable for civil penalties pursuant to Labor Code sections 2699(j), 2699(e)(2), and 2699(f)(2).

22. In the event that Defendants, or either of them, is/are determined to have, prior to this notice or a request for records pursuant to Labor Code section 226, 432, or 1198.5, from Plaintiffs and/or Plaintiffs' counsel, adequately taken all reasonable steps to be in compliance with all provisions identified in this notice, said defendant(s) is/are still liable for civil penalties pursuant to section 2699(g)(1)-(3).

23. In the event that Defendants, or either of them is/are deemed to have adequately taken all reasonable steps to be in compliance with all provisions identified in this notice within sixty (60) days of receiving this notice, said defendant(s) is/are still liable for civil penalties pursuant to Labor Code section 2699(h)(1)-(3).

24. In the event, the LWDA and/or a court issued a finding or determination to the

Defendants, or either of them, that within five (5) years preceding the date of the PAGA Notice the policies or practices which gave rise to the violations alleged herein were unlawful, Defendants, or any of them, would be subject to heightened penalties pursuant to Labor Code sections 2699(f)(2)(B)(i), 2699(g)(3) and 2699(h)(3) and **not** eligible for reduced penalties under either Labor Code sections 2699(g) or 2699(h) for remedying violations either prior to or after the serving of the PAGA Notice. Regardless, Plaintiffs allege Defendants' conduct giving rise to the violations as detailed herein was and is malicious, fraudulent, and/or oppressive . Thus, Defendants, or any of them, are further subject to increased penalties under Labor Code section 2699(f)(2)(B)(ii) and lack eligibility for reduced penalties under either Labor Code sections 2699(g) or 2699(h).

FACTUAL ALLEGATIONS

25. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew, or should have known, that Plaintiffs and Aggrieved Employees are entitled to receive wages for all time worked, including regular, overtime, and double times wages, and that Plaintiffs and Aggrieved Employees were not receiving all wages owed for work that was required to be performed.

26. Plaintiffs are informed and believe, and based thereon allege, that Defendants had and have a policy or practice of requiring Plaintiffs and other Aggrieved Employees to work more than eight (8) hours per day, forty (40) hours per week, and/or seven (7) straight workdays in a workweek (in violation of Labor Code sections 551 and 552) without paying them proper overtime wages.

27. Upon information and belief, Defendants failed to accurately track and/or pay for all minutes actually worked by Plaintiffs and Aggrieved Employees at the proper rates of pay. Defendants also engaged, suffered, or permitted Aggrieved Employees to work off the clock, including, without limitation, by requiring Plaintiffs and Aggrieved Employees to complete pre and post-shift tasks; record timely meal periods and continue working; and communicate with colleagues off the clock to coordinate timely responses to customers. For example, Plaintiff Graham had to clean customers' cars and/or the shop before and after his shifts but was not permitted to record this time. Additionally, Plaintiff Graham was required to respond to calls and text messages

on his days off, and Plaintiff Chavez was contacted by customers on his days off and had to communicate with his colleagues to ensure that customers received a timely response.

28. In addition, Defendants failed to include all forms of remuneration, including non-discretionary bonuses, commissions, and other forms of remuneration into the regular rate of pay during pay periods where overtime was worked. For example, on February 23, 2024, Plaintiff Chavez's wage statement showed a bonus paid (pay code "Bonus Non Pay PI") but Plaintiff Chavez's overtime was paid at the regular rate instead of an adjusted rate. Moreover, upon information and belief, Defendants detrimentally rounded, edited and/or manipulated time entries so the hours recorded were less than the hours actually worked. By way of example, rather than have Plaintiffs and, upon information and belief, Aggrieved Employees, use a standard time clock machine or other daily time keeping system, Defendants instructed Plaintiffs and Aggrieved Employees to wait to log their hours until some point near the end of each pay period, resulting in off the clock work as Plaintiffs were unable to capture all time worked. In fact, despite the fact that no time records, or any other personnel or payroll records, were produced for Plaintiff Graham, Plaintiff Chavez's time records during the PAGA Period are rounded to the nearest quarter, half or whole hour, showing Defendants' synthetic recording of Aggrieved Employees' time. Plaintiffs and upon information and belief, Aggrieved Employees, were also instructed to record compliant meal periods when such meal periods were not permitted due to their workload, resulting in further off the clock work.

29. Furthermore, Employer failed to pay all commissions earned by Plaintiff Chavez, and on information and belief, other Aggrieved Employees. In fact, Plaintiff Chavez has a detailed breakdown spanning approximately fifteen pages of all commissions that he was owed, resulting in an underpayment of over $12,000.00 through approximately December of 2024. Based on information and belief, Plaintiff Chavez is informed and believes, and thereon alleges, that there are additional missing commissions/wages through his date of separation with Defendants.

30. Plaintiffs are informed and believe, and based thereon allege, that Defendants violated, without limitation, Labor Code sections 223, 510, 551, 552, 1197, 1182.12, and applicable Wage Orders based on their continued failure to pay minimum and overtime wages for all hours

worked. Thus, Plaintiffs and other Aggrieved Employees are entitled to actual and liquidated damages under, without limitation, Labor Code sections 1194, 1194.2, and 1198. Plaintiffs are further informed and believe, and based thereon allege, that Defendants' conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. Defendants would also be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558, 1197.1, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

31. Plaintiffs are informed and believe, and based thereon allege, that Defendants, and each of them, had and have a policy or practice of compelling Plaintiffs and other Aggrieved Employees during the PAGA Period to work every day in excess of five (5) and ten (10) hours per day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or compensation in lieu thereof. By way of example, Defendants regularly denied Plaintiffs and Aggrieved Employees lawful meal periods by, without limitation, interrupting meal periods; failing to provide meal periods all together; not providing timely meal periods; failing to provide second meal periods; providing short meal periods; requiring that employees carry cellular telephones during meal periods; requiring on-duty/on-call meal periods; and/or auto-deducting meal periods that could not be auto-deducted by law or during which employees worked. For example, Plaintiffs were instructed to record synthetic, complaint meal periods near the end of each pay period, regardless of whether Plaintiffs were provided a meal period. Often, Plaintiffs' meal periods were late, short, or interrupted due to issues with short staffing and high customer volume. Specifically, Plaintiff Graham recalls receiving late, interrupted, or short meal periods because customers' cars often came in at once and there was not enough coverage for him to take a compliant meal period. Furthermore, Plaintiff Chavez was required to monitor his phone at all times, inclusive of meal periods, and tend to customers' needs at all times, essentially resulting in on-duty meal periods. Plaintiffs and other Aggrieved Employees personally suffered these violations. Consequently, Plaintiffs are informed and believe, and based thereon allege, that Defendants violated Labor Code sections 512 and 1198 each day for each Aggrieved Employee during the PAGA Period, and thus each Aggrieved Employee was owed one hour of premium pay at their regular rate of pay for each

day worked during the PAGA Period under Labor Code section 226.7. However, Plaintiffs are informed and believe that those premium payments under Labor Code section 226.7 were not made for these non-compliant meal periods, either at all or at the proper regular rate of pay. Defendants would thus be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558, 1198 and 2699 for both failing to authorize the taking of compliant meal periods and for failing to provide premium pay under Labor Code section 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiffs are further informed and believe, and based thereon allege, that Defendants' conduct that gave rise to such violations and was malicious, fraudulent, or oppressive. As such, Defendants are further liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

32. Plaintiffs are informed and believe, and based thereon allege, that Defendants maintain policies or practices of compelling Plaintiffs and other Aggrieved Employees every day to, including, without limitation, work over four-hour periods (or major fractions thereof) without authorizing and permitting Plaintiffs and other Aggrieved Employees to take uninterrupted, timely, and complete ten-minute rest periods in which the employees are completely relieved of all of their duties. By way of example, Defendants regularly denied Plaintiffs and Aggrieved Employees lawful rest periods by, without limitation, interrupting rest periods; by failing to provide rest periods all together; requiring Plaintiffs carry cellular telephones during rest periods; not providing rest periods in a timely fashion; and otherwise requiring on-duty/on-call rest periods. For example, Plaintiff Graham was not permitted to take a ten-minute rest break due to high customer volume and a lack of staffing/coverage. Additionally, Plaintiff Chavez was required to monitor his cell phone at all times, inclusive of rest breaks, and required to tend to customer needs at all times, resulting in short rest breaks and interruptions. Plaintiffs and other Aggrieved Employees personally suffered these violations. Consequently, Plaintiffs are informed and believe, and based thereon alleges, that Defendants violated the applicable Wage Order(s) each day for each Aggrieved Employee during the PAGA Period, and that, thus each Aggrieved Employee was owed one hour of premium pay at their regular rate of pay for each day worked during the PAGA Period under Labor Code section 226.7. However, Plaintiffs are informed and believe that those premium payments under Labor

Code section 226.7 were not made, either, for these non-compliant rest periods, either at all or at the proper regular rate of pay, in violation of Labor Code sections 226.7 and 1198. Defendants would thus be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558, 1198 and 2699 for both failing to authorize the taking of compliant rest periods and for failing to provide premium pay under Labor Code section 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiffs are further informed and believe, and based thereon alleges, that Defendants' conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. As such, Defendants are further liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

33. As a result of, among other things, Defendants' herein-described policy or practice of failing to: accurately record time; failing to pay overtime and minimum wages; failing to provide meal periods; failing to provide rest periods; and failing to provide compensation in lieu of meal or rest periods, as described above, and due to independent failures in connection therewith, Plaintiffs are informed and believe, and based thereon alleges, that Defendants also intentionally failed and continues to fail to furnish Plaintiffs and Aggrieved Employees with itemized wage statements that accurately reflect: gross wages earned; total hours worked by the employee; net wages earned; the inclusive dates of the period for which the employee is paid; the name of the employee and only the last four digits of their social security number or an employee identification number other than a social security number; all deductions; all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee; the legal name and address of the employer, and other such information as required by Labor Code section 226, subdivision (a). Specifically, Defendants intentionally failed to furnish employees with itemized wage statements that accurately reflect the hours worked by Plaintiffs and other Aggrieved Employees and the rates of pay at which they were or should have been paid including due to failure to pay at the proper regular rate, thus resulting in a failure to reflect gross and net wages earned and paid at each rate, as well. Consequently, Plaintiffs are informed and believe, and based thereon allege, that Defendants violated Labor Code sections 226, and 1198 each day for each Aggrieved Employee during the PAGA Period, and that, thus Plaintiffs and each Aggrieved Employee

personally suffered these violations and was owed penalties under Labor Code section 226 for each pay period worked during the PAGA Period. Plaintiffs are informed and believe that those penalties under Labor Code section 226 were not paid for these violations of Labor Code section 226. Defendants would thus be liable for civil penalties pursuant to Labor Code sections 226.3, 558, 1198, and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiffs are further informed and believe, and based thereon allege, that Defendants' conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. Thus, Defendants would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

34. Plaintiffs are informed and believe, and based thereon allege, that Defendants also willfully or intentionally failed and refused, and continue to fail and refuse, to timely pay compensation to Plaintiffs and other terminated or resigned employees, including but not limited to, failing to pay all overtime wages owed, including for failure to pay at overtime the proper rate of pay; all minimum wages; and vacation pay as set forth above, among other things. Consequently, Plaintiffs are informed and believe, and based thereon alleges, that Defendants violated Labor Code sections 201, 202 203, and 1198 each pay period for each Aggrieved Employee during the PAGA Period, and thus Plaintiffs and each Aggrieved Employee personally suffered these violations and was owed penalties under Labor Code section 203 for each pay period worked during the PAGA Period. However, Plaintiffs are informed and believe that those penalties under Labor Code section 203 were not made for these violations of Labor Code sections 201, 202, and 203. Defendants would thus be liable for civil penalties pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(j). Plaintiffs are further informed and believe, and based thereon allege, that Defendants' conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. As such, Defendants would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

35. Plaintiffs are informed and believes, and based thereon alleges that Defendants also failed and refused, and continue to fail and refuse, to reimburse employees, including, without limitation, Plaintiffs and other Aggrieved Employees, with their costs incurred for purchasing uniforms, separately laundering mandatory uniforms, and the use of personal cellular phone for

work purposes, as required by Labor Code sections 2800 and 2802, and other statutory and common law offenses. For example, Plaintiffs were required to use their personal cell phones to communicate with colleagues and customers. Additionally, Plaintiffs, and upon information and belief, Aggrieved Employees were required to download mobile applications such as KARR Alarm, VIN Solutions, and the Lithia timekeeping application in order to perform their job duties and record their time, in direct consequence of the discharge of their duties, or of their obedience to the directions of Defendants, as required by Labor Code sections 1198, 2800, 2802, and other statutory and common law offenses. As a result, Plaintiffs and other Aggrieved Employees have personally suffered these violations and Defendants are liable to reimburse Plaintiffs and other Aggrieved Employees for these costs incurred in furtherance of work duties. Defendants would thus be liable for civil penalties pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiffs are further informed and believe, and based thereon allege, that Defendants' conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. As such, Defendants would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

36. Plaintiffs are informed and believe, and based thereon allege, that Defendants had and have a policy or practice of failing to pay Plaintiffs and other Aggrieved Employees their paid time off and vacation time owed upon separation of employment as wages at their final rate of pay in violation of Labor Code section 227.3 and applicable Wage Orders. As such, Plaintiffs and other Aggrieved Employees have personally suffered these violations and Defendants would be liable for civil penalties for violation of Labor Code section 227.3 under Labor Code section 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiffs are further informed and believe, and based thereon allege, that Defendants' conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. Therefore, Defendants would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

37. Plaintiffs are informed and believe, and based thereon allege that Defendants had and have a policy or practice of failing to pay Aggrieved Employees their wages in accordance with Labor Code Section 204, which requires that: "[l]abor performed between the 1st and 15th days,

inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive of any calendar month, shall be paid for between the 1st and 10th day of the following month." Plaintiffs are informed and believe and based thereon allege that Defendants did not and do not pay Plaintiffs and other Aggrieved Employees all wages owed every day and every workweek in accordance with Labor Code sections 204 and 1198. Plaintiffs are informed and believe, and based thereon allege, that Defendants violated Labor Code section 204 and that Plaintiffs and other Aggrieved Employees have personally suffered these violations. As such, Defendants would be liable for civil penalties pursuant to Labor Code sections 210, 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiffs are further informed and believe, and based thereon allege, that Defendants' conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. Therefore, Defendants would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

38. Plaintiffs are further informed and believe, and based thereon allege, that Defendants have or had a policy or practice of failing to provide Plaintiffs and other Aggrieved Employees with all rights afforded to them under the Healthy Workplace Heathy Families Act of 2014, codified at Labor Code section 245, *et seq.,* including, without limitation, the amount of paid sick leave required to be provided pursuant to California and local laws. Plaintiff Chavez is further informed and believes that the sick pay was not provided at the proper regular of pay as required under California law due to failure to properly calculate the regular rate. Plaintiffs are additionally informed and believe that the notice requirement of Labor Code section 221, 223, 233, 234, 245 and 246 involves a mandatory payroll or workplace injury reporting. Plaintiffs are thus informed and believe that Defendants violated these Labor Code sections, as well as Labor Code section 1198. As such, Plaintiffs and other Aggrieved Employees have personally suffered violations under these sections and Defendants would be liable for civil penalties for violation of the paid sick leave regulations under Labor Code sections 1198 and 2699, as well as equitable, injunctive, or restitutionary relief, and reasonable attorneys' fees and costs. Plaintiffs are further informed and believe, and based thereon alleges, that Defendants' conduct above gave rise to such violations and was malicious,

fraudulent, or oppressive. Defendants would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

39. In addition to the above, Plaintiffs are informed and believe, and based thereon alleges that Defendants failed and continue to fail to keep adequate or accurate time records including wage statements and similar payroll documents under Labor Code section 226, documents signed to obtain or hold employment under Labor Code section 432, personnel records under Labor Code section 1198.5, time records under Labor Code section 1174, making it difficult for Plaintiffs and other Aggrieved Employees to calculate their unpaid wages and/or premium payments. Defendants also failed to provide all documents requested by Plaintiff Chavez and Plaintiff Graham May 28, 2026, and June 3, 2026 in violation of these Labor Code sections, including but not limited to *all* personnel documents under Labor Code sections 432 and 1198.5 for both Plaintiff Chavez and Plaintiff Graham, wage statements in violation of Labor Code section 226 for Plaintiff Graham, and time records in violation of Labor Code section 1174 for Plaintiff Graham. By way of example, Defendants failed to produce the Pay Resolution, Acknowledgement, and General Release of Claims in Plaintiff Chavez's personnel file, which provides the detailed breakdown of the unpaid commissions and interest discussed above. Defendants also failed to provide a document provided to Aggrieved Employees that attempts to negate their liability as joint employers in Plaintiff Chavez's personnel file. Furthermore, Defendants failed to provide any requested documents for Employee Graham. Plaintiffs and the Aggrieved Employees personally suffered these violations, which in turn would entitle Plaintiffs and other Aggrieved Employees to penalties prescribed by Labor Code sections 226 and 1198.5. Defendants would also be liable for civil penalties pursuant to Labor Code sections 558, 1174.5, and 2699. Plaintiffs are further informed and believe, and based thereon alleges, that Defendants' conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. Defendants would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

40. Plaintiffs are informed and believe, and based thereon alleges, that Defendants required or require the execution of a release of claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, including, without limitation, as a condition of

being paid, to execute a statement of the hours worked during a pay period in which Defendants knew to be false. For example, and as inferred above, Defendants provided Plaintiff Chavez with a detailed breakdown of his unpaid commissions and interest, a sum in excess of $12,000.00, along with a general release of claims (document titled Pay Resolution, Acknowledgement and General Release of Claims). However, Plaintiff Chavez refused to sign the general release. As such, Plaintiffs are informed and believe, and based thereon alleges that Defendants violated Labor Code sections 206.5 and 1198, and that Plaintiffs and other Aggrieved Employees have personally suffered these violations. Plaintiffs are further informed and believe, and based thereon alleges, that Defendants' conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. Defendants would be liable for civil penalties pursuant to Labor Code sections 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

41. Plaintiffs are further informed and believes, and based thereon alleges that Defendants failed and refused, and continue to fail and refuse, to comply with the notice requirements of Labor Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among other things, failing to provide Plaintiffs and other Aggrieved Employees with the rates of pay and overtime rates of pay applicable to their employment; any allowances claimed as part of the minimum wage; the regular payday designated by Defendants; the name of the employer, including any "doing business as" names used by the employer; the physical address of the employer's main office and the telephone number of the employer; the name, address and telephone number of the workers' compensation insurance carrier; information regarding paid sick leave; and other pertinent information required to be disclosed by Defendants under Labor Code section 2810.5. Plaintiffs are informed and believe that Defendants' failure to provide such information, including rates of pay that are in effect, has permitted Defendants to pay employees at rates of pay that were not agreed upon and violate minimum wage and overtime wage laws in California. Plaintiffs are informed and believe that Defendants violated Labor Code sections 1198 and 2810.5. Plaintiffs and other Aggrieved Employees personally suffered these violations. Plaintiffs are further informed and believe, and based thereon allege, that Defendants' conduct above gave rise to such violations and

was malicious, fraudulent, or oppressive. Among other relief, employees may collect from Defendants in connection with these violations' civil penalties pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

42. Plaintiffs are informed and believe, and based thereon alleges, that Defendants, including their agents, managers, superintendents, and/or officers, required Plaintiffs and/or Aggrieved Employees to agree, in writing, to terms and conditions known by Defendants (and its agents, managers, superintendents and/or officers) to be prohibited by law, including, without limitation, terms known to be illegal in purported arbitration agreements, and other written documents presented for signature and/or assent to Plaintiffs and/or Aggrieved Employees by Defendants. Defendants also required Plaintiffs and Aggrieved Employees to inform prospective employers of Defendants' restrictions of Plaintiffs' and Aggrieved Employees' freedom to work. As a result, Plaintiffs are informed and believe that Defendants violated Labor Code sections 432.5 and 1198. As such, Plaintiffs are informed and believes, and based thereon alleges, that Plaintiffs and other Aggrieved Employees personally suffered these violations, and that Defendants violated, without limitation, Labor Code section 432.5 and Government Code section 12952, entitling Plaintiffs and other Aggrieved Employees to damages. Plaintiffs are further informed and believe, and based thereon alleges, that Defendants' conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. Defendants would also be liable for civil penalties pursuant to Labor Code sections 432.5, 1198, and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

43. Plaintiffs, in Plaintiffs' representative capacities, seek civil penalties under Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 for the herein-described acts, which violate the California Labor Code as described above, including on behalf of Plaintiffs and other Aggrieved Employees pursuant to PAGA.

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FIRST AND ONLY CAUSE OF ACTION

(Civil Penalties Under the Private Attorneys' General Act (2004) – Against All Defendants)

44. Plaintiffs re-allege and incorporate by reference all of the allegations set forth in the preceding paragraphs as though fully set forth herein.

Civil Penalties Under Labor Code § 210

45. At all relevant times herein, Labor Code section 204, requires and required that: "[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month."

46. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated that "[i]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars ($100) for each failure to pay each employee" and "(2) For each subsequent violation, or any willful or intentional violation, two hundred dollars ($200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld."

47. At all relevant times herein, Defendants have had a consistent policy or practice of failing to pay Plaintiffs and/or Aggrieved Employees during their employment on a timely basis as per Labor Code section 204 including, without limitation, for the reasons and in a manner set forth in the preceding paragraphs. Thus, pursuant to Labor Code section 210, Plaintiffs and other Aggrieved Employees are entitled to recover as civil penalties injunctive relief and monetary civil penalties in the amount of one hundred dollars ($100) for each Aggrieved Employee for each initial violation per employee, and two hundred dollars ($200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld for each Aggrieved Employee for each subsequent violation in connection with each payment that was made in violation of Labor Code section 204.

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Civil Penalties Under Labor Code § 226.3

48. Labor Code section 226.3 states that "[a]ny employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars ($250) per employee per violation in an initial citation and one thousand dollars ($1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226."

49. Labor Code section 226.3 further provides that "[t]he civil penalties provided for in this section are in addition to any other penalty provided by law."

50. Plaintiffs are informed and believe, and based thereon allege, that Defendants had and have a policy or practice of failing to comply with Labor Code section 226, subdivision (a) by intentionally failing to furnish Plaintiffs and Aggrieved Employees with itemized wage statements that accurately reflect gross wages earned; total hours worked; net wages earned; the name and address of each employer with whom they have been placed to work; all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate; the legal name of the employer; and other such information as required by Labor Code section 226, subdivision (a).

51. Pursuant to Labor Code section 226.3, Plaintiffs and other Aggrieved Employees are entitled to recover civil penalties for Defendants' violation of Labor Code section 226, subdivision (a) in the amount of two hundred fifty dollars ($250) for each Aggrieved Employee per pay period for the initial violation, and one thousand dollars ($1,000) for each Aggrieved Employee per pay period for each subsequent violation.

Violation of Labor Code § 558

52. Pursuant to Labor Code section 558, subdivision (a): "Any employer or other person acting on behalf of an employer who violates, or causes to be violated . . . any provision regulating hours and days of work in any of the Industrial Welfare Commission" shall be subject to a civil penalty as follows:

(1) For any initial violation, fifty dollars ($50) for each underpaid employee and for each pay period for which the employee was underpaid in addition to an amount sufficient

to recover underpaid wages;

(2) For each subsequent violation, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages;

(3) Wages recovered pursuant to this section shall be paid to the affected employee."

53. Plaintiffs are informed and believe, and based thereon allege, that Defendants, and each of them, violated, or caused to be violated, the Labor Code sections and Wage Orders regulating wages, hours and days of work described herein, including but not limited to Labor Code sections 201-204, 223, 226.7, 510, 511, 512, 551, 552, 1182.12, 1194, 1197, 1198, and 2802.

54. As a direct and proximate result of the herein-described Labor Code violations, pursuant to Labor Code section 558, Plaintiffs and other Aggrieved Employees are entitled to recover civil penalties for Defendants' herein-described Labor Code violations in the amount fifty dollars ($50) for each Aggrieved Employee per pay period for the initial violation, and one hundred dollars ($100) for each Aggrieved Employee per pay period for each subsequent violation.

Violation of Labor Code § 1174.5

55. At all times mentioned herein, Labor Code section 1174, subdivision (b) has required every person employing labor in California to "[a]llow any member of the commission or the employees of the Division of Labor Standards Enforcement free access to the place of business or employment of the person to secure any information or make any investigation that they are authorized by this chapter to ascertain or make. The commission may inspect or make excerpts, relating to the employment of employees, from the books, reports, contracts, payrolls, documents, or papers of the person."

56. At all times mentioned herein, Labor Code section 1174, subdivision (c) has required every person employing labor in California to "[k]eep a record showing the names and addresses of all employees employed and the ages of all minors."

57. At all times mentioned herein, Labor Code section 1174, subdivision (d) has required every person employing labor in California to "[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours

worked daily by and the wages paid to, and the number of piece-rate units earned by and applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than three years. An employer shall not prohibit an employee from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units earned."

58. Pursuant to Labor Code section 1174.5, "[a]ny person employing labor who willfully fails to maintain the records required by subdivision (c) of [Labor Code] Section 1174 or accurate and complete records required by subdivision (d) of [Labor Code] Section 1174, or to allow any member of the commission or employees of the division to inspect records pursuant to subdivision (b) of [Labor Code] Section 1174, shall be subject to a civil penalty of five hundred dollars ($500).

59. Plaintiffs are informed and believe, and based thereon allege, that Defendants have willfully failed to keep adequate or accurate time records including wage statements and similar payroll documents under Labor Code section 226, documents signed to obtain or hold employment under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records under Labor Code section 1174.

60. As a direct and proximate result of the herein-described Labor Code violations, pursuant to Labor Code section 1174.5, Plaintiffs and other Aggrieved Employees are entitled to recover civil penalties for Defendants' herein-described Labor Code violations in the amount of five hundred dollars ($500) per violation per pay period per Aggrieved Employee.

Violation of Labor Code § 1197.1

61. Pursuant to Labor Code section 1197.1, subdivision (a): "Any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to Section 203 as follows:

(1) For any initial violation that is intentionally committed, one hundred dollars

($100) for each underpaid employee for each pay period for which the employee is underpaid. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.

(2) For each subsequent violation for the same specific offense, two hundred fifty dollars ($250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.

(3) Wages, liquidated damages, and any applicable penalties imposed pursuant to Section 203, recovered pursuant to this section shall be paid to the affected employee."

62. Plaintiffs are informed and believe, and based thereon allege, that Defendants caused Plaintiffs and Aggrieved Employees not to be paid minimum wages as a result of Defendants routinely failing to accurately track and/or pay for all minutes actually worked by Plaintiffs and Aggrieved Employees at the proper rates of pay, as described above.

63. As a direct and proximate result of the herein-described Labor Code violations, pursuant to Labor Code section 1197.1, Plaintiffs and other Aggrieved Employees are entitled to recover civil penalties for Defendants' herein-described Labor Code violations in the amount of one hundred dollars ($100) for each Aggrieved Employee per pay period for the initial violation, and two hundred and fifty dollars ($250) for each Aggrieved Employee per pay period for each subsequent violation.

Civil Penalties Under Labor Code § 2699

64. Pursuant to Labor Code section 2699, subdivision (a), notwithstanding any other provision of law, any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the Labor Code may, as an alternative, be recovered through a civil

action brought by an Aggrieved Employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Labor Code section 2699.3.

65. Plaintiffs are informed and believe, and based thereon allege that Defendants, and each of them, violated the Labor Code sections described in the preceding paragraphs.

66. As such, Plaintiffs and Aggrieved Employees are entitled to injunctive relief, one hundred dollars ($100) for each Aggrieved Employee for each pay period in the PAGA Period, and two hundred dollars ($200) for each Aggrieved Employee for each pay period in the PAGA Period to the extent Defendants' conduct is found to be malicious, fraudulent and/or oppressive.

67. Moreover, Plaintiffs and other Aggrieved Employees within the State of California whom Plaintiffs seek to represent are entitled to an award of reasonable attorneys' fees and costs in connection with their herein-described claims for civil penalties.

PRAYER

WHEREFORE, on behalf of Plaintiffs and Aggrieved Employees, Plaintiffs pray for judgment against Defendants as follows:

A. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699;

B. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699;

C. For equitable, including, without limitation, injunctive relief;

C. Pre-judgment and post-judgment interest;

D. For costs of suit incurred herein; and

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E. Such other and further relief as the Court deems just and proper.

Dated: October 8, 2026

BIBIYAN LAW GROUP, P.C.

BY: */s/ Sarah H. Cohen*
SARAH H. COHEN
Attorneys for Plaintiffs GEORGE CHAVEZ, and JEREMIAH GRAHAM and on behalf of all other Aggrieved Employees