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Attorneys for Plaintiff  
TREVOR THOMPSON, individually, and  
on behalf of others similarly situated and  
aggrieved

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF ALAMEDA

TREVOR THOMPSON, an individual, and on  
behalf of others similarly situated and  
aggrieved,

Plaintiff,

vs.

BROADWAY MOTORS, LLC d/b/a  
OAKLAND CHEVROLET; and DOES 1  
through 50, inclusive,

Defendants.

**ELECTRONICALLY FILED**  
Superior Court of California  
County of Alameda  
02/13/2024

Chad Finke, Executive Officer / Clerk of the Court

By: D. Oliver Deputy

CASE NO.: 24CV063069

**FIRST AMENDED COMPLAINT:**

1. Failure to Provide Required Meal Periods;
2. Failure to Provide Required Rest Periods;
3. Failure to Pay Overtime Wages;
4. Failure to Pay Minimum Wages;
5. Failure to Pay All Wages Due to Discharged and Quitting Employees;
6. Failure to Maintain Required Records;
7. Failure to Furnish Accurate Itemized Wage Statements;
8. Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties;
9. Unfair and Unlawful Business Practices.

**REPRESENTATIVE ACTION:**

10. Penalties under the Labor Code Private Attorneys General Act, as Representative Action

**DEMAND FOR JURY TRIAL**

1 Plaintiff TREVOR THOMPSON (“PLAINTIFF”), an individual, demanding a jury trial, on  
2 behalf of himself and other persons similarly situated and aggrieved, hereby alleges as follows:

3 **INTRODUCTION**

4 1. PLAINTIFF brings this action on behalf of himself and all other similarly-situated  
5 current and former non-exempt employees of Defendant BROADWAY MOTORS, LLC, d/b/a  
6 OAKLAND CHEVROLET (“BROADWAY MOTORS”) and DOES 1 through 50 inclusive  
7 (collectively, “DEFENDANTS”) in the State of California during the relevant statutory period to  
8 recover damages and penalties arising from DEFENDANTS’ failure to provide employees meal  
9 and rest periods (or compensation therefore) as required under California law, failure to provide  
10 minimum and overtime wages for all hours worked, failure to timely pay wages during  
11 employment, failure to pay wages due upon separation, failure to maintain required records, failure  
12 to provide accurate itemized wage statements, and failure to indemnify employees for necessary  
13 expenditures and/or losses incurred the discharge of their duties. PLAINTIFF also seeks penalties,  
14 interest, attorneys’ fees, costs and expenses, and equitable, restitutionary and injunctive relief.

15 **JURISDICTION AND VENUE**

16 2. The Superior Court of the State of California has jurisdiction in this matter because  
17 PLAINTIFF is a citizen and resident of the State of California and DEFENDANTS are citizens and  
18 residents of, and/or regularly conduct business in California. Further, no federal question is at issue  
19 because the claims are based solely on California law.

20 3. Venue is proper in this judicial district and the County of Alameda, California  
21 because DEFENDANTS maintain offices and facilities and transact business in the County of  
22 Alameda, and DEFENDANTS’ illegal policies and practices which are the subject of this action  
23 were applied, at least in part, to PLAINTIFF and other persons similarly situated in the County of  
24 Alameda.

25 **PLAINTIFF**

26 4. PLAINTIFF is a citizen and resident of the State of California. He began working  
27 for DEFENDANTS as a non-exempt employee in August 2023 until on or around October 2023.

28 5. PLAINTIFF brings this action on behalf of himself and the following similarly

1 situated class of individuals (“CLASS MEMBERS”): all current and former non-exempt employees  
2 of DEFENDANTS in the State of California at any time within the period beginning four (4) years  
3 prior to the filing of this action and ending at the time this action settles or proceeds to final  
4 judgment (the “CLASS PERIOD”). PLAINTIFF reserves the right to name additional class  
5 representatives.

## 6 **DEFENDANTS**

7 6. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT  
8 BROADWAY MOTORS is, and at all times relevant hereto was, a California limited liability  
9 company. PLAINTIFF is further informed and believes, and thereon alleges, that BROADWAY  
10 MOTORS is authorized to and does conduct business in the State of California. Specifically,  
11 BROADWAY MOTORS maintains offices and facilities and conducts business in, and engages in  
12 illegal payroll practices or policies in the County of Alameda, State of California.

13 7. The true names and capacities of DOES 1 through 50, inclusive, are unknown to  
14 PLAINTIFF at this time, and PLAINTIFF therefore sues such DOE Defendants under fictitious  
15 names. PLAINTIFF is informed and believes, and thereon alleges, that each Defendant designated  
16 as a DOE is in some manner highly responsible for the occurrences alleged herein, and that  
17 PLAINTIFF and other CLASS MEMBERS’ injuries and damages, as alleged herein, were  
18 proximately caused by the conduct of such DOE Defendants. PLAINTIFF will seek leave of the  
19 court to amend this Complaint to allege their true names and capacities of such DOE Defendants  
20 when ascertained.

21 8. At all relevant times herein, DEFENDANTS were the joint employers of  
22 PLAINTIFF and other CLASS MEMBERS. PLAINTIFF is informed and believes, and thereon  
23 alleges, that at all times material to this Complaint DEFENDANTS were the alter egos, divisions,  
24 affiliates, integrated enterprises, joint employers, subsidiaries, parents, principals, related entities,  
25 co-conspirators, authorized agents, partners, joint venturers, and/or guarantors, actual or ostensible,  
26 of each other. Each Defendant was completely dominated by his, her or its co-Defendant, and each  
27 was the alter ego of the other.

28 9. At all relevant times herein, PLAINTIFF and CLASS MEMBERS were employed

1 by DEFENDANTS under employment agreements that were partly written, partly oral, and partly  
2 implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS, and each of them,  
3 acted pursuant to, and in furtherance of, their policies and practices of not paying PLAINTIFF and  
4 other CLASS MEMBERS all wages earned and due, through methods and schemes which include,  
5 but are not limited to, failing to pay overtime premiums; failing to provide rest and meal periods;  
6 failing to properly maintain records; failing to provide accurate itemized statements for each pay  
7 period; failing to properly compensate PLAINTIFF and CLASS MEMBERS for necessary  
8 expenditures; and requiring, permitting or suffering the employees to work off the clock, in  
9 violation of the California Labor Code and the applicable Welfare Commission ("IWC") Orders.

10 10. PLAINTIFF is informed and believes, and thereon alleges, that each and every one  
11 of the acts and omissions alleged herein were performed by, and/or attributable to, all  
12 DEFENDANTS, each acting as agents and/or employees, and/or under the direction and control of,  
13 each of the other DEFENDANTS, and that said acts and failures to act were within the course and  
14 scope of said agency, employment and/or direction and control.

15 11. Pursuant to California Labor Code § 558.1, DEFENDANTS and any person acting  
16 on behalf of any of the DEFENDANTS, are liable for violating, or causing to violate, any provision  
17 regulating minimum wages or hours and days of work in any order of the Industrial Welfare  
18 Commission, or Labor Code §§ 203, 226, 226.7, 1193.6, 1994, or 2802.

19 12. As a direct and proximate result of the unlawful actions of DEFENDANTS,  
20 PLAINTIFF and CLASS MEMBERS have suffered, and continue to suffer, from loss of earnings  
21 in amounts as yet unascertained, but subject to proof at trial, and within the jurisdiction of this  
22 Court.

### 23 **FACTUAL ALLEGATIONS**

24 13. Throughout PLAINTIFF's employment, PLAINTIFF and others similarly situated  
25 were denied off-duty, uninterrupted meal and rest breaks. PLAINTIFF and others similarly situated  
26 were given short meal breaks, provided meal breaks late (after the fifth hour of work for the first  
27 meal period and/or after the tenth hour of work for the second meal period), had their meal breaks  
28 interrupted, and/or were denied their meal breaks entirely.

14. Similarly, DEFENDANTS consistently failed to authorize and permit PLAINTIFF and others similarly situated off-duty rest breaks, including failing to authorize and permit PLAINTIFF and others similarly situated to take rest breaks in the middle of each work period insofar as practicable.

15. DEFENDANTS did not compensate PLAINTIFF and others similarly situated for their missed meal and rest breaks.

16. Further, PLAINTIFF and others similarly situated often worked either more than 8 hours per day and/or more than 40 hours per week, but DEFENDANTS did not compensate them for their overtime work.

17. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS frequently provided non-compliant, inaccurate wage statements and failed to properly maintain records for PLAINTIFF and others similarly situated as a result of these unlawful practices. Moreover, DEFENDANTS did not timely pay PLAINTIFF and others similarly situated for all hours worked when it failed to pay for the missed meal and rest break periods, overtime wages, and/or for forcing PLAINTIFF and others similarly situated to work off-the-clock without pay.

18. Additionally, PLAINTIFF and others similarly situated were forced to pay out of pocket for business expenses such as cell phones, personal computers, and other employment-related expenses. DEFENDANTS did not indemnify PLAINTIFF and others similarly situated for these expenses.

## CLASS ACTION ALLEGATIONS

19. This action is appropriately suited for a Class Action because:

a. The potential class is a significant number. Joinder of all current and former employees individually would be impractical.

b. This action involves common questions of law and fact to the potential class because the action focuses on DEFENDANTS' systematic course of illegal payroll practices and policies, which was applied to all non-exempt employees in violation of the Labor Code, the applicable IWC Wage Order, and the Business and Professions Code, which prohibits unfair business practices arising from such violations.

1 c. PLAINTIFF's claims are typical of the class because DEFENDANTS  
2 subjected all non-exempt employees to identical violations of the Labor Code, the applicable IWC  
3 wage order, and the Business and Professions Code.

4 d. PLAINTIFF will fairly and adequately protect the interest of all CLASS  
5 MEMBERS because it is in her best interest to prosecute the claims alleged herein to obtain full  
6 compensation due to them for all services rendered and hours worked.

7 e. A class action is superior to other available methods for fairly and efficiently  
8 adjudicating the controversy.

9 **FIRST CAUSE OF ACTION**

10 **Failure to Provide Required Meal Periods**

11 **[Cal. Labor Code §§ 226.7, 510, 512, 1194, 1197; IWC Wage Order No. 1-2001, § 11, No. 4-**  
12 **2001, § 11, No. 7-2001, § 11]**  
13 **(Against all DEFENDANTS)**

14 20. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the  
15 factual allegations in the foregoing paragraphs.

16 21. During the CLASS PERIOD, as part of DEFENDANTS' illegal policies and  
17 practices to deprive their current and former non-exempt employees all wages earned and due,  
18 DEFENDANTS required, suffered or permitted PLAINTIFF and CLASS MEMBERS to take less  
19 than the 30-minute meal period, or to work through them, and have failed to otherwise provide the  
20 required meal periods to PLAINTIFF and CLASS MEMBERS pursuant to Labor Code §§ 226.7  
21 and 512 and IWC Order No. 1-2001, §11, No. 4-2001, §11, and No. 7-2001, §11.

22 22. DEFENDANTS further violated Labor Code §§ 226.7 and 512 and IWC Wage  
23 Order No. 1-2001, § 11, No. 4-2001, § 11 by failing to compensate PLAINTIFF and CLASS  
24 MEMBERS who were not provided with a meal period, in accordance with the applicable IWC  
25 Wage Order, one additional hour of compensation at each employee's regular rate of pay for each  
26 workday that a meal period was not provided.

27 23. DEFENDANTS further violated California Labor Code §§ 226.7, 510, 1194, 1197,  
28 and IWC Wage Order No. 1-2001, § 11, No. 4-2001, § 11, and No. 7-2001, § 11 by failing to

1 compensate PLAINTIFF and CLASS MEMBERS for all hours worked during their meal periods.

2 24. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS  
3 MEMBERS have been damaged in an amount according to proof at trial, and seek all wages earned  
4 and due, interest, penalties, expenses, and costs of suit.

5 **SECOND CAUSE OF ACTION**

6 **Failure to Provide Required Rest Periods**

7 **[Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 1-2001, § 12, No. 4-2001, § 12, No. 7-  
8 2001, § 12]**

9 **(Against all DEFENDANTS)**

10 25. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the  
11 factual allegations in the foregoing paragraphs.

12 26. At all times relevant herein, as part of DEFENDANTS' illegal policies and practices  
13 to deprive their current and former non-exempt employees all wages earned and due,  
14 DEFENDANTS failed to provide rest periods to PLAINTIFF and CLASS MEMBERS as required  
15 under Labor Code § 226.7 and 512, and IWC Wage Order No. 1-2001, § 12, No. 4-2001, § 12, and  
16 No. 7-2001, § 12.

17 27. DEFENDANTS further violated Labor Code § 226.7 and IWC Wage Order No. 1-  
18 2001, No. 4-2001, and No. 7-2001 by failing to pay PLAINTIFF and CLASS MEMBERS who  
19 were not provided with a rest period, in accordance with the applicable IWC Wage Order, one  
20 additional hour of compensation at each employee's regular rate of pay for each workday that a rest  
21 period was not provided.

22 28. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS  
23 MEMBERS have been damaged in an amount according to proof at trial, and seek all wages earned  
24 and due, interest, penalties, expenses, and costs of suit.

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1 **THIRD CAUSE OF ACTION**

2 **Failure to Pay Overtime Wages**

3 **[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 1-2001, § 3, No. 4-2001, § 3, No.**  
4 **7-2001, § 3]**

5 **(Against all DEFENDANTS)**

6 29. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the  
7 factual allegations in the foregoing paragraphs.

8 30. Pursuant to Labor Code §§ 510 and 1194 and IWC Wage Order No. 1-2001, § 4,  
9 No. 4-2001, § 4, and No. 7-2001, § 4, DEFENDANTS are required to compensate PLAINTIFF and  
10 CLASS MEMBERS for all overtime, which is calculated at one and one-half (1 ½) times the regular  
11 rate of pay for all hours worked in excess of eight (8) hours per day and/or forty (40) hours per  
12 week, and for the first eight (8) hours on the seventh consecutive workday, with double time for all  
13 hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of  
14 eight (8) hours on the seventh consecutive day of work in any workweek.

15 31. PLAINTIFF and CLASS MEMBERS are current and former non-exempt  
16 employees entitled to the protections of California Labor Code §§ 510 and 1194 and IWC Wage  
17 Order No. 1-2001, No. 4-2001, and No. 7-2001. During the CLASS PERIOD, DEFENDANTS  
18 failed to compensate PLAINTIFF and CLASS MEMBERS for all overtime hours worked as  
19 required under the foregoing provisions of the Labor Code and IWC Wage Order by, among other  
20 things: failing to pay overtime at one and one-half (1 ½) or double the regular rate of pay as provided  
21 by Labor Code §§ 510, 1194, and IWC Wage Order No. 1-2001, § 3, No. 4-2001, § 3, and No. 7-  
22 2001, § 3; requiring, suffering or permitting PLAINTIFF and CLASS MEMBERS to work off the  
23 clock; requiring, permitting or suffering PLAINTIFF and CLASS MEMBERS to work through  
24 meal breaks; illegally and inaccurately recording time in which PLAINTIFF and CLASS  
25 MEMBERS worked; failing to properly maintain PLAINTIFF's and CLASS MEMBERS' records;  
26 failing to provide accurate itemized wage statements to PLAINTIFF for each pay period; and other  
27 methods to be discovered.

28 32. In violation of California law, DEFENDANTS have knowingly and willfully

1 refused to perform their obligations to compensate PLAINTIFF and CLASS MEMBERS for all  
2 wages earned and all hours worked. As a proximate result, PLAINTIFF and CLASS MEMBERS  
3 have suffered, and continue to suffer, substantial losses related to the use and enjoyment of such  
4 wages, lost interest on such wages, and expenses and attorneys' fees in seeking to compel  
5 DEFENDANTS to fully perform their obligations under state law, all to their respective damages  
6 in amounts according to proof at time of trial, and within the jurisdiction of this Court.

7 33. DEFENDANTS' conduct described herein violates California Labor Code §§ 510,  
8 1194, 1198 and IWC Wage Order No. 1-2001, § 3, No. 4-2001, § 3, and No. 7-2001, § 3. Therefore,  
9 pursuant to California Labor Code §§ 200, 226, 558, 1194, 1197.1, and other applicable provisions  
10 under the California Labor Code and IWC Wage Orders, PLAINTIFF and CLASS MEMBERS are  
11 entitled to recover the unpaid balance of wages owed to them by DEFENDANTS, plus interest,  
12 penalties, attorneys' fees, expenses, and costs of suit.

#### 13 **FOURTH CAUSE OF ACTION**

##### 14 **Failure to Pay Minimum Wages**

15 **[Cal. Labor Code §§ 1194, 1197; IWC Wage Order No. 1-2001, § 4, No. 4-2001, § 4, No. 7-**  
16 **2001, § 4]**

17 **(Against all DEFENDANTS)**

18 34. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the  
19 factual allegations in the foregoing paragraphs.

20 35. Pursuant to California Labor Code §§ 1194 and 1197 and IWC Wage Order No. 1-  
21 2001, § 4, No. 4-2001, § 4, and No. 7-2001, § 4, payment to an employee of less than the applicable  
22 minimum wage for all hours worked in a payroll period is unlawful.

23 36. During the CLASS PERIOD and in violation of California Labor Code §§ 1194 and  
24 1197 and IWC Wage Order No. 1-2001, § 4, No. 4-2001, § 4, and No. 7-2001, § 4, DEFENDANTS  
25 failed to pay PLAINTIFF and CLASS MEMBERS the applicable minimum wages for all hours  
26 worked in a payroll period by, among other things: requiring, suffering or permitting PLAINTIFF  
27 and CLASS MEMBERS to work off the clock; requiring, suffering or permitting PLAINTIFF and  
28 CLASS MEMBERS to work through meal and rest breaks; illegally and inaccurately recording

1 time in which PLAINTIFF and CLASS MEMBERS worked; failing to properly maintain  
2 PLAINTIFF's and CLASS MEMBERS' records; failing to provide accurate itemized wage  
3 statements to PLAINTIFF and CLASS MEMBERS for each pay period; and other methods to be  
4 discovered.

5 37. DEFENDANTS' conduct described herein violates California Labor Code §§ 1194,  
6 1197, and IWC Wage Order No. 1-2001, § 4, No. 4-2001, § 4, and No. 7-2001, § 4. As a proximate  
7 result of the aforementioned violations, PLAINTIFF and CLASS MEMBERS have been damaged  
8 in an amount according to proof at trial. Therefore, pursuant to California Labor Code §§ 200, 226,  
9 558, 1194, 1197.1, and other applicable provisions under the Labor Code and IWC Wage Orders,  
10 PLAINTIFF and CLASS MEMBERS are entitled to recover the unpaid balance of wages owed to  
11 them by DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

#### 12 **FIFTH CAUSE OF ACTION**

#### 13 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

14 **[Cal. Labor Code § 201, 202, 203]**

15 **(Against all DEFENDANTS)**

16 38. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the  
17 factual allegations in the foregoing paragraphs.

18 39. Pursuant to California Labor Code §§ 201, 202, and 203, DEFENDANTS are  
19 required to pay all earned and unpaid wages to an employee who is discharged. California Labor  
20 Code § 201 mandates that if an employer discharges an employee, the employee's wages accrued  
21 and unpaid at the time of discharge are due and payable immediately.

22 40. Furthermore, pursuant to California Labor Code § 202, DEFENDANTS are required  
23 to pay all accrued wages due to an employee no later than 72 hours after the employee quits his or  
24 her employment, unless the employee provided 72 hours previous notice of his or her intention to  
25 quit, in which case the employee is entitled to his or her wages at the time of quitting.

26 41. California Labor Code § 203 provides that if an employer willfully fails to pay, in  
27 accordance with California Labor Code §§ 201 and 202, any wages of an employee who is  
28 discharged or who quits, the employer is liable for waiting time penalties in the form of continued

1 compensation to the employee at the same rate for up to 30 workdays.

2 42. During the CLASS PERIOD, DEFENDANTS have willfully failed to pay accrued  
3 wages and other compensation to PLAINTIFF and CLASS MEMBERS in accordance with  
4 California Labor Code §§ 201 and 202.

5 43. As a result, PLAINTIFF and CLASS MEMBERS are entitled to all available  
6 statutory penalties, including the waiting time penalties provided in California Labor Code § 203,  
7 together with interest thereon, as well as other available remedies.

8 44. As a proximate result of DEFENDANTS' unlawful actions and omissions,  
9 PLAINTIFF and CLASS MEMBERS have been deprived of compensation in an amount according  
10 to proof at the time of trial, but in excess of the jurisdiction of this Court, and are entitled to recovery  
11 of such amounts, plus interest thereon, and attorneys' fees and costs, pursuant to California Labor  
12 Code §§ 1194 and 2699.

### 13 **SIXTH CAUSE OF ACTION**

#### 14 **Failure to Maintain Required Records**

15 **[Cal. Labor Code §§ 226(a), 1174(d); IWC Wage Order No. 1-2001, § 7, No. 4-2001, § 7, No.**  
16 **7-2001, § 7]**

17 **(Against all DEFENDANTS)**

18 45. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the  
19 factual allegations in the foregoing paragraphs.

20 46. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies and  
21 practices to deprive PLAINTIFF and CLASS MEMBERS of all wages earned and due,  
22 DEFENDANTS knowingly and intentionally failed to maintain records as required under Labor  
23 Code §§ 226(a) and 1174(d) and IWC Wage Order No. 1-2001, § 7, No. 4-2001, § 7, and No. 7-  
24 2001, § 7, including but not limited to the following records: total daily hours worked by each  
25 employee; applicable rates of pay; all deductions; meal periods; time records showing when each  
26 employee begins and ends each work period; and accurate itemized statements.

27 47. As a proximate result of DEFENDANTS' unlawful actions and omissions,  
28 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at trial,

1 and are entitled to all wages earned and due, plus interest thereon. Additionally, PLAINTIFF and  
2 CLASS MEMBERS are entitled to all available statutory penalties, including but not limited to  
3 civil penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5, and an award of  
4 costs, expenses, and reasonable attorneys' fees, including but not limited to those provided in  
5 California Labor Code § 226(e), as well as other available remedies.

## 6 **SEVENTH CAUSE OF ACTION**

### 7 **Failure to Furnish Accurate Itemized Wage Statements**

8 **[Cal. Labor Code § 226(a), 1174; IWC Wage Order No. 1-2001, § 7, No. 4-2001, § 7, No. 7-  
9 2001, § 7]**

10 **(Against all DEFENDANTS)**

11 48. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the  
12 factual allegations in the foregoing paragraphs.

13 49. During the CLASS PERIOD, DEFENDANTS routinely failed and continue to fail  
14 to provide PLAINTIFF and CLASS MEMBERS with timely and accurate itemized wage  
15 statements in writing showing each employee's gross wages earned, total hours worked, the number  
16 of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis,  
17 all deductions made, net wages earned, the inclusive dates of the period for which the employee is  
18 paid, the name of the employee and only the last four digits of his or her social security number or  
19 employee identification number, the name and address of the legal entity or entities employing  
20 PLAINTIFF and CLASS MEMBERS, and all applicable hourly rates in effect during each pay  
21 period and the corresponding number of hours worked at each hourly rate, in violation of California  
22 Labor Code § 226(a) and IWC Wage Order No. 1-2001, § 7, No. 4-2001, § 7, and No. 7-2001, § 7.

23 50. During the CLASS PERIOD, DEFENDANTS knowingly and intentionally failed to  
24 provide PLAINTIFF and CLASS MEMBERS with timely and accurate itemized wage statements  
25 in accordance with Labor Code § 226(a).

26 51. As a proximate result of DEFENDANTS' unlawful actions and omissions,  
27 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at trial,  
28 and seek all wages earned and due, plus interest thereon. Additionally, PLAINTIFF and CLASS

MEMBERS are entitled to all available statutory penalties, including but not limited to civil penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5, and an award of costs, expenses, and reasonable attorneys' fees, including but not limited to those provided in California Labor Code § 226(e), as well as other available remedies.

**EIGHTH CAUSE OF ACTION**

**Failure to Indemnify Employees for Necessary Expenditures**

**Incurred in Discharge of Duties**

**[Cal. Labor Code § 2802]**

**(Against all DEFENDANTS)**

52. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the factual allegations in the foregoing paragraphs.

53. California Labor Code § 2802(a) requires an employer to indemnify an employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.

54. During the CLASS PERIOD, DEFENDANTS knowingly and willfully failed to indemnify PLAINTIFF and CLASS MEMBERS for all business expenses and/or losses incurred in direct consequence of the discharge of their duties while working under the direction of DEFENDANTS, including but not limited to expenses for cell phone usage, and other employment-related expenses, in violation of California Labor Code § 2802.

55. As a proximate result of DEFENDANTS' unlawful actions and omissions, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at trial, and seek reimbursement of all necessary expenditures, plus interest thereon pursuant to California Labor Code § 2802(b). Additionally, PLAINTIFF and CLASS MEMBERS are entitled to all available statutory penalties and an award of costs, expenses, and reasonable attorneys' fees, including those provided in California Labor Code § 2802(c), as well as other available remedies.

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1 **NINTH CAUSE OF ACTION**

2 **Unfair and Unlawful Business Practices**

3 **[Cal. Bus. & Prof. Code §§ 17200 *et seq.*]**

4 **(Against all DEFENDANTS)**

5 56. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the  
6 factual allegations in the foregoing paragraphs.

7 57. Each and every one of DEFENDANTS' acts and omissions in violation of the  
8 California Labor Code and/or the applicable IWC Wage Order as alleged herein, including but not  
9 limited to DEFENDANTS' failure and refusal to provide required meal periods, DEFENDANTS'  
10 failure and refusal to provide required rest periods, DEFENDANTS' failure and refusal to pay  
11 overtime compensation, DEFENDANTS' failure and refusal to pay minimum wages,  
12 DEFENDANTS' failure and refusal to pay all wages due to discharged or quitting employees,  
13 DEFENDANTS' failure and refusal to furnish accurate itemized wage statements;  
14 DEFENDANTS' failure and refusal to maintain required records, DEFENDANTS' failure and  
15 refusal to indemnify PLAINTIFF and CLASS MEMBERS for necessary expenditures and/or losses  
16 incurring in discharging their duties, constitutes an unfair and unlawful business practice under  
17 California Business and Professions Code § 17200 *et seq.*

18 58. DEFENDANTS' violations of California wage and hour laws constitute a business  
19 practice because DEFENDANTS' aforementioned acts and omissions were done repeatedly over a  
20 significant period of time, and in a systematic manner, to the detriment of PLAINTIFF and CLASS  
21 MEMBERS.

22 59. DEFENDANTS have avoided payment of wages, overtime wages, meal periods,  
23 rest periods, and other benefits as required by the California Labor Code, the California Code of  
24 Regulations, and the applicable IWC Wage Order. Further, DEFENDANTS have failed to record,  
25 report, and pay the correct sums of assessment to the state authorities under the California Labor  
26 Code and other applicable regulations.

27 60. As a result of DEFENDANTS' unfair and unlawful business practices,  
28 DEFENDANTS have reaped unfair and illegal profits during the CLASS PERIOD at the expense

1 of PLAINTIFF, CLASS MEMBERS, and members of the public. DEFENDANTS should be made  
2 to disgorge their ill-gotten gains and to restore them to PLAINTIFF and CLASS MEMBERS.

3 61. DEFENDANTS' unfair and unlawful business practices entitle PLAINTIFF and  
4 CLASS MEMBERS to seek preliminary and permanent injunctive relief, including but not limited  
5 to orders that DEFENDANTS account for, disgorge, and restore to PLAINTIFF and CLASS  
6 MEMBERS the wages and other compensation unlawfully withheld from them. PLAINTIFF and  
7 CLASS MEMBERS are entitled to restitution of all monies to be disgorged from DEFENDANTS  
8 in an amount according to proof at the time of trial, but in excess of the jurisdiction of this Court.

9 **TENTH CAUSE OF ACTION**

10 **Representative Action for Civil Penalties**

11 **[Cal. Labor Code §§ 2698–2699.5]**

12 **(Against All DEFENDANTS)**

13 62. PLAINTIFF incorporates herein by specific reference as though fully set forth the  
14 allegations in all preceding paragraphs.

15 63. PLAINTIFF is an “aggrieved employee” within the meaning of California Labor  
16 Code § 2699(c), and a proper representative to bring a civil action on behalf of himself and other  
17 current and former employees of DEFENDANTS pursuant to the procedures specified in California  
18 Labor Code § 2699.3, because PLAINTIFF and CLASS MEMBERS were employed by  
19 DEFENDANTS and the alleged violations of the California Labor Code were committed against  
20 PLAINTIFF and CLASS MEMBERS.

21 64. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”), Labor  
22 Code §§ 2698–2699.5, PLAINTIFF and CLASS MEMBERS seek to recover civil penalties,  
23 including but not limited to penalties under California Labor Code §§ 2699, 210, 226.3, 558,  
24 1174.5, 1197.1, and IWC Wage Order No. 1-2001, § 20, No. 4-2001, § 20, and No. 7-2001, § 20  
25 from DEFENDANTS in a representative action for the violations set forth above, including but not  
26 limited to violations of California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 1174,  
27 1194, 1197, 1198, and 2802. PLAINTIFF and CLASS MEMBERS are also entitled to an award  
28 of reasonable attorneys' fees and costs pursuant to California Labor Code § 2699(g)(1).

65. Pursuant to California Labor Code §§ 2699.3, PLAINTIFF gave written notice on December 7, 2023 by online filing to the California Labor and Workforce Development Agency (“LWDA”) and by certified mail to DEFENDANTS of the specific provisions of the California Labor Code and IWC Wage Orders alleged to have been violated, including the facts and theories to support the alleged violations. More than sixty-five (65) days have passed and the LWDA has not provided notice to PLAINTIFF that it intends to investigate the alleged violations.

66. Pursuant to California Labor Code §§ 2699.3, PLAINTIFF gave written notice on December 7, 2023 by online filing to the California Labor and Workforce Development Agency (“LWDA”) and by certified mail to DEFENDANTS of the specific provisions of the California Labor Code and IWC Wage Orders alleged to have been violated, including the facts and theories to support the alleged violations. More than sixty-five (65) days have passed and the LWDA has not provided notice to PLAINTIFF that it intends to investigate the alleged violations.

#### **PRAYER FOR RELIEF**

**WHEREFORE**, PLAINTIFF, individually and on behalf of all other persons similarly situated, respectfully prays for relief against DEFENDANTS as follows:

1. For compensatory damages in an amount to be ascertained at trial;
2. For restitution of all monies due to PLAINTIFF and CLASS MEMBERS, as well as disgorged profits from DEFENDANTS’ unfair and unlawful business practices;
3. For meal and rest period compensation pursuant to California Labor Code § 226.7 and IWC Wage Order No. 1-2001, No. 4-2001, and No. 7-2001;
4. For liquidated damages pursuant to California Labor Code §§ 1194.2 and 1197.1;
5. For preliminary and permanent injunctive relief enjoining DEFENDANTS from violating the relevant provisions of the California Labor Code and the IWC Wage Orders, and from engaging in the unlawful business practices complained of herein;
6. For waiting time penalties pursuant to California Labor Code § 203;
7. For statutory and civil penalties according to proof, including but not limited to all penalties authorized by the California Labor Code §§ 226(e) and §§ 2698–2699.5;
8. For interest on the unpaid wages at 10% per annum pursuant to California Labor

Code §§ 218.6, 1194, 2802, California Civil Code §§ 3287, 3288, and/or any other applicable provision providing for pre-judgment interest;

9. For reasonable attorneys' fees and costs pursuant to California Labor Code §§ 1194, 2699, 2802, California Civil Code § 1021.5, and any other applicable provisions providing for attorneys' fees and costs;

10. For declaratory relief;

11. For an order requiring and certifying the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, and Ninth Causes of Action as a class action;

12. For an order appointing PLAINTIFF as class representative, and PLAINTIFF's counsel as class counsel; and

13. For such further relief that the Court may deem just and proper.

DATED: February 12, 2024

Respectfully submitted,

**MATERN LAW GROUP, PC**

By:



Matthew J. Matern

Sara B. Tosdal

Nora R. Katz

Attorneys for Plaintiff

TREVOR THOMPSON, individually and on behalf of others similarly situated and aggrieved

**DEMAND FOR JURY TRIAL**

PLAINTIFF hereby demands a jury trial with respect to all issues triable of right by jury.

DATED: February 12, 2024

Respectfully submitted,

**MATERN LAW GROUP, PC**

By:



Matthew J. Matern

Sara B. Tosdal

Nora R. Katz

Attorneys for Plaintiff

TREVOR THOMPSON, individually and on  
behalf of others similarly situated and  
aggrieved