ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT
12/3/2025 10:35 PM
By: Sylvia Guajardo, DEPUTY

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Attorneys for Plaintiff, CAROLINA OLGUIN,
on behalf of herself and all other aggrieved employees

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN BERNARDINO

CAROLINA OLGUIN, individually and in a representative capacity,

Plaintiff,

vs.

MOSS BROS. AUTO GROUP, INC, a California Corporation; MOSS BROS. CJD, INC., a California Corporation; J.A. MOSS, INC., a California Corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No. CIVSB2413796

FIRST AMENDED COMPLAINT FOR:

(1) Sexual Harassment
(2) Sex Discrimination
(3) Wrongful Termination In Violation Of Public Policy
(4) Representative Action Under PAGA

DEMAND FOR JURY TRIAL

Plaintiff Carolina Olguin brings this civil action and, on information and belief, alleges as follows:

PARTIES, JURISDICTION, AND VENUE

1. Plaintiff Carolina Olguin ("Plaintiff" or "Olguin") is an individual and a resident of San Bernardino, California. Plaintiff is also known as Carolina Flores.

2. Defendant Moss Bros. Auto Group, Inc. is a California corporation. Defendant Moss Bros. CJD, Inc. is a California corporation. Defendant J.A. Moss., Inc. is a California corporation. Jose Rodriguez ("Rodriguez") in an individual and, at all relevant times, was a supervisor at the Company.

3. In this pleading, Defendants Moss Bros. Auto Group, Inc., Moss Bros. CJD, Inc. and J.A. Moss, Inc. will be collectively referred to as the "Company" or "Moss Bros." Moss Bros. operates automobile dealerships in California, which also include service centers and collision repair services. Moss Bros. does business in California, including in San Bernardino County.

4. Plaintiff, a former employee, worked for the Company in California. By way of this First Amended Complaint, Plaintiff seeks damages in an amount that renders this matter an "unlimited" civil case within the meaning of California law.

5. The true names and capacities of the Doe Defendants (Does 1 through 10, inclusive) are unknown to Plaintiff at this time and Plaintiff is informed and believes that they are in some way liable for the illegal conduct, injury, and damages alleged herein. The Doe Defendants are believed to be affiliated entities of Moss Bros., joint employers, responsible executives, or otherwise liable for the conduct complained of herein, whether because of alter-ego status, agency principles, aider and abettor (or co-conspirator) status, statutorily-imposed responsibility, or otherwise.

6. The Court has personal jurisdiction over the Company because it is a citizen of this State, the Company does business in this State, and the Company otherwise has minimum contacts with this State. The Court has personal jurisdiction over Rodriguez because he is a citizen of this State, works in this State, and otherwise has minimum contacts

with this State. The Court has personal jurisdiction over Plaintiff because she is a resident of California and has sufficient minimum contacts with this State. Venue is proper in San Bernardino County inasmuch as the Company conducts business in San Bernardino County, alleged unlawful conduct and/or its effects occurred in San Bernardino County, and one or more aggrieved employees are residents of/worked in San Bernardino County.

7. This pleading invokes all applicable forms of tolling.

GENERAL ALLEGATIONS

- Civil Rights Violations -

8. Plaintiff, a female, worked for the Company as a non-exempt employee. Among other things, Plaintiff worked as porter and drove customers in a Company courtesy shuttle.

9. During her employment at the Company, Plaintiff experienced sexual harassment and sex discrimination. At work, in a male-dominated environment, among others, supervisor Rodriguez engaged in a series of sexually harassing acts, including, without limitation, telling Plaintiff "that's why I should hire only men and not women," making demeaning comments about Plaintiff's appearance and dress, demeaning Plaintiff's conversations with others as female "gossip," criticizing her for complaining, yelling at her, and treating her differently than male employees. Rodriguez did not treat male employees in the same negative and offensive way that he treated Plaintiff. Plaintiff alleges that Rodriguez was involved in the decision to terminate her employment.

10. To exhaust administrative remedies under the California Fair Employment & Housing Act ("FEHA"), Plaintiff submitted an administrative complaint to the California Civil Rights Department, which she amended to include both entities that comprise the Company, and she requested and received a right-to-sue notice. Attached hereto as **Exhibit 1** is Plaintiff's exhausted FEHA administrative complaint, which is hereby incorporated by reference. Plaintiff has timely and adequately exhausted her administrative remedies under FEHA.

- Labor Code Violations (PAGA) -

11. At the Company, Plaintiff was paid an hourly wage.

12. During her employment, the Company unlawfully deducted from and deferred paying her earned wages, failed to pay her for off-the-clock work, incorrectly calculated her regular rate of pay, failed to provide her with legally-compliant meal periods and rest breaks and the associated premium payments, issued her inaccurate wage statements, failed to reimburse her work-related expenses, and made her agree to terms or conditions of employment that the Company knew were unlawful. Other aggrieved employees experienced the same violations.

13. To exhaust administrative remedies under the California Private Attorneys General Act ("PAGA") of 2004, Plaintiff submitted a PAGA Notice to the LWDA, attached hereto as **Exhibit 2**. **Exhibit 2** is hereby incorporated by reference into this pleading. Plaintiff's PAGA Notice was served on the Company via certified mail, and Plaintiff waited the requisite 65-day exhaustion period before filing suit. Plaintiff submitted an Amendment To PAGA Notice to the LWDA, attached hereto as **Exhibit 3**. Plaintiff's Amendment To PAGA Notice was served on the Company via certified mail, and Plaintiff waited the requisite 65-day exhaustion period before filing this First Amended Complaint. Plaintiff has timely and adequately exhausted administrative remedies under PAGA.

FIRST CAUSE OF ACTION

Sexual Harassment

(Against The Company, And Does 1 Through 10, Inclusive)

14. Plaintiff re-alleges and incorporates by reference herein the allegations set forth in Paragraphs 1 through 13 inclusive.

15. The Company is an "employer" within the meaning of FEHA, and Plaintiff was an "employee" of the Company and entitled to the protections of FEHA.

16. Plaintiff worked for the Company. While employed by the Company, she was subjected to harassment based on her sex that created a work environment that was hostile, intimidating, offensive, oppressive, or abusive. The harassing conduct offended,

intimidated, and distressed Plaintiff, disturbed her emotional tranquility in the workplace, and undermined her personal sense of well-being.

17. The harassing conduct that Plaintiff experienced was severe or pervasive. A reasonable person in Plaintiff's position would have considered the work environment to be hostile, intimidating, offensive, oppressive or abusive.

18. One or more supervisors of the Company, including Rodriguez, engaged in sexually harassing conduct.

19. Plaintiff was harmed by the harassing conduct, and it was a substantial factor in causing harm to Plaintiff, including, without limitation, emotional distress.

20. The Company is strictly liable for the sexual harassment committed by Rodriguez or any other supervisor. To the extent any sexual harassment was carried out by a co-worker or third parties, the Company is also liable for the harassment because it knew or should have known of the harassment and failed to take immediate and appropriate corrective action.

21. The Company failed to take remedial or corrective action to prevent or deter the harassment, discrimination, and retaliation from occurring. The Company's policies and procedures with regard to sexual harassment were insufficient to prevent the harassment from occurring. The Company failed to take all reasonable steps to prevent the harassment from occurring, and the Company's failure to take such action was a substantial factor in causing Plaintiff harm, including emotional distress.

22. The Company's acts, inactions, and the actions of its personnel of which the Company was aware, were done in callous disregard of the law, Plaintiff's welfare, and the Company's obligation to provide a safe working environment for Plaintiff. These actions were such that they were despicable, and subjected Plaintiff to cruel and unjust hardship in knowing disregard of her rights. These actions were designed to cause (and did cause) injury to Plaintiff. These actions constitute malice and/or oppression, and justify the imposition of punitive damages against the Company.

SECOND CAUSE OF ACTION

Sex Discrimination

(Against The Company, And Does 1 Through 10, Inclusive)

23. Plaintiff re-alleges and incorporates by reference herein the allegations set forth in Paragraphs 1 through 13 inclusive.

24. At all material times, the Company was and is an "employer" within the meaning of FEHA, and Plaintiff was an "employee" of the Company and entitled to the protections of FEHA.

25. Before her discharge, supervisor Rodriguez stated, in a blatantly sexist and derogatory manner, "that's why I should hire only men and not women."

26. The Company discharged Plaintiff and she was harmed thereby.

27. Plaintiff's sex, female, was a substantial motivating reason for the decision to discharge Plaintiff.

28. Plaintiff's unlawful discharge was a substantial factor in causing her harm, including, without limitation, wage loss and emotional distress.

29. The Company's acts, inactions, and the actions of its personnel of which the Company was aware, were done in callous disregard of the law, Plaintiff's welfare, and the Company's obligation to provide a safe working environment for Plaintiff. These actions were such that they were despicable, and subjected Plaintiff to cruel and unjust hardship in knowing disregard of her rights. These actions were designed to cause (and did cause) injury to Plaintiff. These actions constitute malice and/or oppression, and justify the imposition of punitive damages against the Company.

THIRD CAUSE OF ACTION

Wrongful Termination In Violation Of Public Policy

(Against The Company, And Does 1 Through 10, Inclusive)

30. Plaintiff re-alleges and incorporates by reference herein the allegations set forth in Paragraphs 1 through 13 inclusive.

31. Plaintiff's termination from the Company violated various fundamental and

substantial California public policies, including, without limitation, the public policies behind FEHA.

32. The Company's wrongful termination of Plaintiff was a substantial factor in causing Plaintiff harm, including, but not limited to emotional distress, pain and suffering, lost wages, and lost benefits.

33. The Company's acts, inactions, and wrongful termination of Plaintiff were done in callous disregard of the law, and Plaintiff's welfare, and contravened fundamental public policies of the State of California. These actions were such that they were despicable, and subjected Plaintiff to cruel and unjust hardship in knowing disregard of her rights. These actions were designed to cause (and did cause) injury to Plaintiff. These actions constitute malice and/or oppression, and justify the imposition of punitive damages against the Company.

FOURTH CAUSE OF ACTION

Representative Action Under PAGA

(Against The Company, And DOES 1 Through 10, Inclusive)

34. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 13 inclusive as though fully set forth herein.

35. Pursuant to Labor Code section 2699.3, Plaintiff, on behalf of herself and all other aggrieved employees, brings this action as a non-class representative action under PAGA for civil penalties based on violations of the California Labor Code and the applicable IWC Wage Order(s).

36. Plaintiff has timely and adequately exhausted her administrative remedies under PAGA. Plaintiff submitted her PAGA Notice and her Amendment To PAGA Notice (incorporated in full herein by reference and attached hereto as **Exhibit 2** and **Exhibit 3,** respectively) to the LWDA, provided a copy of the same to the Company via certified mail, and waited the requisite time-period before filing this PAGA action in court.

37. Pursuant to Labor Code section 2699.5, Plaintiff asserts this representative action for civil penalties for the violations alleged in **Exhibits 2-3**, including, without

limitation, for:

a. Unlawful deductions from, and deferral of, earned wages;

b. Off-the-clock work;

c. Incorrect calculation of the regular rate;

d. Meal period violations;

e. Rest break violations;

f. Inaccurate wage statements;

g. Unreimbursed expenses; and

h. Illegal agreements.

38. Labor Code section 2699(f)(2) (2024) provides that the civil penalties recoverable under PAGA are "one hundred dollars ($100) for each aggrieved employee per pay period for the initial violation and two hundred dollars ($200) for each aggrieved employee per pay period for each subsequent violation," except where the Labor Code specifically provides for another penalty. In addition to the default civil penalties PAGA provides, Plaintiff seeks, through PAGA, any other civil penalties available under the Labor Code (including, without limitation, Labor Code section 226.3) for the above-alleged violations of the Labor Code and/or applicable IWC Wage Order(s).

Future Amendment

39. Plaintiff reserves the right to amend this Complaint to name additional parties, to add additional parties to already pleaded causes of action, and to include additional causes of action/claims which are presently unknown but which are uncovered in the discovery process.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff requests judgment as follows on the above causes of action:

On the First Cause Of Action

1. For all recoverable compensatory damages (including economic and non-economic damages) according to proof;

2. For punitive damages according to proof; and

3. For attorney's fees and costs as authorized by FEHA and applicable law;

On The Second Cause Of Action

4. For all recoverable compensatory damages (including economic and non-economic damages) according to proof;

5. For punitive damages according to proof;

6. For attorney's fees and costs as authorized by FEHA and applicable law;

On The Third Cause Of Action

7. For all recoverable damages (including economic and non-economic damages) according to proof;

On The Fourth Cause Of Action

8. For all forms of civil penalties recoverable under PAGA, and for entry of judgment in favor of Plaintiff and other aggrieved employees;

9. For attorney's fees and costs pursuant to PAGA;

On All Causes Of Action

10. For all available interest, including prejudgment and post-judgment interest;

11. For costs as authorized by law; and

12. For all such other relief as the Court deems just and proper.

Dated: November 7, 2025

SCHEPPACH BAUER PC

By: ______________________

JOHN M. SCHEPPACH
Attorneys for Plaintiff
CAROLINA OLGUIN

Dated: November 7, 2025

SWEENY LAW, PC

By: ______________________

CHARLES T. SWEENY
Attorneys for Plaintiff
CAROLINA OLGUIN

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury on all claims and causes of action so triable.

Dated: November 7, 2025

SCHEPPACH BAUER PC

By: ______________________
JOHN M. SCHEPPACH
Attorneys for Plaintiff
CAROLINA OLGUIN

Dated: November 7, 2025

SWEENY LAW, PC

By: ______________________
CHARLES T. SWEENY
Attorneys for Plaintiff
CAROLINA OLGUIN

EXHIBIT 1

STATE OF CALIFORNIA | Business, Consumer Services and Housing Agency
GAVIN NEWSOM, GOVERNOR
KEVIN KISH, DIRECTOR
Civil Rights Department
2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
800-884-1684 (voice) | 800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

February 5, 2024

John Scheppach
23181 Verdugo Drive, Suite 105-A
Laguna Hills, CA 92653

RE: **Notice to Complainant's Attorney**
CRD Matter Number: 202402-23498602
Right to Sue: Olguin / MOSS BROS. CJD, INC. et al.

Dear John Scheppach:

Attached is a copy of your complaint of discrimination filed with the Civil Rights Department (CRD) pursuant to the California Fair Employment and Housing Act, Government Code section 12900 et seq. Also attached is a copy of your Notice of Case Closure and Right to Sue.

Pursuant to Government Code section 12962, CRD will not serve these documents on the employer. You must serve the complaint separately, to all named respondents. Please refer to the attached Notice of Case Closure and Right to Sue for information regarding filing a private lawsuit in the State of California. A courtesy "Notice of Filing of Discrimination Complaint" is attached for your convenience.

Be advised that the CRD does not review or edit the complaint form to ensure that it meets procedural or statutory requirements.

Sincerely,

Civil Rights Department

STATE OF CALIFORNIA | Business, Consumer Services and Housing Agency
GAVIN NEWSOM, GOVERNOR
KEVIN KISH, DIRECTOR
Civil Rights Department
2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
800-884-1684 (voice) | 800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

February 5, 2024

RE: **Notice of Filing of Discrimination Complaint**
CRD Matter Number: 202402-23498602
Right to Sue: Olguin / MOSS BROS. CJD, INC. et al.

To All Respondent(s):

Enclosed is a copy of a complaint of discrimination that has been filed with the Civil Rights Department (CRD) in accordance with Government Code section 12960. This constitutes service of the complaint pursuant to Government Code section 12962. The complainant has requested an authorization to file a lawsuit. A copy of the Notice of Case Closure and Right to Sue is enclosed for your records.

Please refer to the attached complaint for a list of all respondent(s) and their contact information.

No response to CRD is requested or required.

Sincerely,

Civil Rights Department

STATE OF CALIFORNIA | Business, Consumer Services and Housing Agency
GAVIN NEWSOM, GOVERNOR
KEVIN KISH, DIRECTOR

Civil Rights Department
2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
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calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

February 5, 2024

Carolina Olguin

[REDACTED]

RE: **Notice of Case Closure and Right to Sue**
CRD Matter Number: 202402-23498602
Right to Sue: Olguin / MOSS BROS. CJD, INC. et al.

Dear Carolina Olguin:

This letter informs you that the above-referenced complaint filed with the Civil Rights Department (CRD) has been closed effective February 5, 2024 because an immediate Right to Sue notice was requested.

This letter is also your Right to Sue notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

To obtain a federal Right to Sue notice, you must contact the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of this CRD Notice of Case Closure or within 300 days of the alleged discriminatory act, whichever is earlier.

Sincerely,

Civil Rights Department

COMPLAINT OF EMPLOYMENT DISCRIMINATION
BEFORE THE STATE OF CALIFORNIA
Civil Rights Department
Under the California Fair Employment and Housing Act
(Gov. Code, § 12900 et seq.)

In the Matter of the Complaint of
Carolina Olguin CRD No. 202402-23498602

Complainant,

vs.

MOSS BROS. CJD, INC.
8146 Auto Drive
Riverside, CA 92504

Jose Rodriguez
8146 Auto Drive
Riverside, CA 92504

Respondents

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1. Respondent **MOSS BROS. CJD, INC.** is an **employer** subject to suit under the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.).

2.Complainant is naming **Jose Rodriguez** individual as Co-Respondent(s).

3. Complainant **Carolina Olguin**, resides in the City of **Yucaipa,** State of **CA.**

4. Complainant alleges that on or about **April 20, 2023**, respondent took the following adverse actions:

Complainant was harassed because of complainant's sex/gender, sexual harassment- hostile environment.

Complainant was discriminated against because of complainant's sex/gender, sexual harassment- hostile environment and as a result of the discrimination was terminated.

Complainant experienced retaliation because complainant reported or resisted any form of discrimination or harassment and as a result was terminated.

Additional Complaint Details: Complainant Carolina Olguin ("Ms. Olguin") alleges as follows: Complainant worked at Respondent MOSS BROS. CJD, INC. (the "Company") in California, which business is a car dealership. At work, Ms. Olguin experienced sexual harassment and sex discrimination. At work, in a male-dominated environment, among others, supervisor Jose Rodriguez engaged in a series of sexually harassing acts, including, without limitation, telling Ms. Olguin "that's why I should hire only men and not women," making demeaning comments about Ms. Olguin's appearance and dress, demeaning Ms. Olguin's conversations with others as female "gossip," criticizing her for complaining, yelling at her, and treating her differently than male employees. Ms. Olguin alleges that her termination was unlawful sex discrimination and retaliation, and she has experienced, and continues to experience, damages as a result of her wrongful termination, including, without limitation, emotional distress damages and wage loss. The Company is directly liable for the harassment committed by its supervisors and managers, including Jose Rodriguez, and the Company is liable for harassment committed by any non-supervisory employee because the Company was aware of the harassment and failed to take immediate and appropriate corrective action. /s/ John M. Scheppach, Esq.

VERIFICATION

I, **John M. Scheppach**, am the **Attorney** in the above-entitled complaint. I have read the foregoing complaint and know the contents thereof. The matters alleged are based on information and belief, which I believe to be true.

On February 5, 2024, I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Laguna Hills, CA

STATE OF CALIFORNIA | Business, Consumer Services and Housing Agency
GAVIN NEWSOM, GOVERNOR
KEVIN KISH, DIRECTOR

Civil Rights Department
2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
800-884-1684 (voice) | 800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

February 16, 2024

John Scheppach
23181 Verdugo Drive, Suite 105-A
Laguna Hills, CA 92653

RE: **Notice to Complainant's Attorney**
CRD Matter Number: 202402-23498602
Right to Sue: Olguin / MOSS BROS. CJD, INC. et al.

Dear John Scheppach:

Attached is a copy of your **amended** complaint of discrimination filed with the Civil Rights Department (CRD) pursuant to the California Fair Employment and Housing Act, Government Code section 12900 et seq.

Pursuant to Government Code section 12962, CRD will not serve these documents on the employer. You or your client must serve the complaint.

The amended complaint is deemed to have the same filing date of the original complaint. This is not a new Right to Sue letter. The original Notice of Case Closure and Right to Sue issued in this case remains the only such notice provided by the CRD. (Cal. Code Regs., tit. 2, § 10022.)

Be advised that the CRD does not review or edit the complaint form to ensure that it meets procedural or statutory requirements.

Sincerely,

Civil Rights Department

COMPLAINT OF EMPLOYMENT DISCRIMINATION
BEFORE THE STATE OF CALIFORNIA
Civil Rights Department
Under the California Fair Employment and Housing Act
(Gov. Code, § 12900 et seq.)

In the Matter of the Complaint of
Carolina Olguin CRD No. 202402-23498602

Complainant,

vs.

MOSS BROS. CJD, INC.
8146 Auto Drive
Riverside, CA 92504

Jose Rodriguez
8146 Auto Drive
Riverside, CA 92504

MOSS BROS. AUTO GROUP, INC.
8146 Auto Drive
Riverside, CA 92504

Respondents

---

1. Respondent **MOSS BROS. CJD, INC.** is an **employer** subject to suit under the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.).

2.Complainant is naming **Jose Rodriguez** individual as Co-Respondent(s).
Complainant is naming **MOSS BROS. AUTO GROUP, INC.** business as Co-Respondent(s).

3. Complainant **Carolina Olguin**, resides in the City of **Yucaipa,** State of **CA.**

4. Complainant alleges that on or about **April 20, 2023**, respondent took the following adverse actions:

Complainant was harassed because of complainant's sex/gender, sexual harassment-hostile environment.

Complainant was discriminated against because of complainant's sex/gender, sexual harassment- hostile environment and as a result of the discrimination was terminated.

Complainant experienced retaliation because complainant reported or resisted any form of discrimination or harassment and as a result was terminated.

Additional Complaint Details: Complainant Carolina Olguin ("Ms. Olguin") alleges as follows: Complainant worked at a car dealership in California. During her employment at the dealership, she was employed, or jointly employed, by Respondent MOSS BROS. CJD, INC. and Respondent MOSS BROS. AUTO GROUP, INC. (collectively, the "Company"). At work, Ms. Olguin experienced sexual harassment and sex discrimination. At work, in a male-dominated environment, among others, supervisor Jose Rodriguez engaged in a series of sexually harassing acts, including, without limitation, telling Ms. Olguin "that's why I should hire only men and not women," making demeaning comments about Ms. Olguin's appearance and dress, demeaning Ms. Olguin's conversations with others as female "gossip," criticizing her for complaining, yelling at her, and treating her differently than male employees. Ms. Olguin alleges that her termination was unlawful sex discrimination and retaliation, and she has experienced, and continues to experience, damages as a result of her wrongful termination, including, without limitation, emotional distress damages and wage loss. The Company is directly liable for the harassment committed by its supervisors and managers, including Jose Rodriguez, and the Company is liable for harassment committed by any non-supervisory employee because the Company was aware of the harassment and failed to take immediate and appropriate corrective action. The Company failed to take all reasonable steps to prevent the harassment. /s/ John M. Scheppach, Esq.

VERIFICATION

I, **John M. Scheppach**, am the **Attorney** in the above-entitled complaint. I have read the foregoing complaint and know the contents thereof. The matters alleged are based on information and belief, which I believe to be true.

On February 5, 2024, I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Laguna Hills, CA

EXHIBIT 2

SCHEPPACH | BAUER PC

Scheppach Bauer PC
23181 Verdugo Drive, Suite 105-A
Laguna Hills, California 92653
Phone: (949) 209-8880

John M. Scheppach
Email: jmscheppach@sbpc.law
Direct Dial: (949) 209-8895

PAGA NOTICE

February 16, 2024

VIA CERTIFIED MAIL TO:	**VIA ONLINE SUBMISSION TO:**
Employer	**State Agency**
MOSS BROS. CJD, INC. Attn: Kelley Cory Registered Agent For Service of Process 8146 Auto Drive Riverside, CA 92504	**The State Of California,** **Labor & Workforce Development Agency**
MOSS BROS. AUTO GROUP, INC. Attn: Kelley Cory Registered Agent For Service of Process 8146 Auto Drive Riverside, CA 92504	Current Website Address https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html/

Re: *Carolina Olguin, et al. v. MOSS BROS. CJD, INC., et al.*
PAGA Notice

Dear Employer And The LWDA:

Carolina Olguin ("Olguin"), on behalf of herself and all other aggrieved employees, and through her undersigned representative, hereby provides notice pursuant to the California Private Attorneys General Act of 2004, Labor Code sections 2698 – 2699.5 ("PAGA"), of alleged violations of the California Labor Code committed by MOSS BROS. CJD, INC. and MOSS BROS. AUTO GROUP, INC. (collectively, the "Company" or "Moss Bros."). Pursuant to the requirements of PAGA, the Labor Code provisions allegedly violated, including the alleged facts and theories in support thereof, are set forth below. All citations herein are to the California Labor Code as it is presently constituted. The Labor Code may be amended in one or more respects after the date of this PAGA Notice.

This PAGA Notice invokes all available forms of tolling. In addition to the Company, this PAGA Notice is alleged against Does 1 through 10, inclusive, as additional responsible parties, which includes any predecessor, successor, or affiliate entity who was the joint employer of Olguin or who was otherwise responsible for the Labor Code violations herein asserted. If and when such additional responsible parties are ascertained, this PAGA Notice may be amended to name such additional responsible parties, and any such amendment shall relate back to this PAGA Notice.

I. **BACKGROUND**.

Moss Bros. operates one or more automobile dealerships in California, which dealerships also include service centers and collision repair centers. Olguin was employed by and worked for the Company in California at one of its California dealerships as a non-exempt employee earning an hourly wage. Among other things, she worked as porter and drove customers in a Company courtesy shuttle.

PAGA Group

This PAGA Notice applies to Olguin and all current and former non-exempt employees of the Company who worked in California at any of the Company's locations at any time during the applicable limitations period.

II. **ALLEGED LABOR CODE VIOLATIONS**.

A. **Unlawful Deduction And Deferral Of Wages**.

At all applicable times, the Company had, and continues to have, a holiday "savings" program, sometimes referred to as a "Holiday Club." Under the program, employees are pressured and required to have a portion of their periodic wage paychecks or direct deposits withheld and deducted from their take-home pay (e.g., $20 per paycheck or direct deposit). These deductions are branded by the Company as holiday "savings" that employees will be paid back by the Company during the holiday season, on or around November 21. A form that the Company utilizes for these deductions is a memo addressed to "All Employees" and the instructions at the top state: "Please have all employees completely fill out form and return to Payroll for processing." Nowhere on the form does it state that the Holiday Club is an optional and voluntary program, and nowhere on the form does it give an employee the option to decline to be in the program. Moss Bross. has outwardly treated this program as a mandatory program for its workforce and otherwise pressured employees to join. Furthermore, once an employee's paycheck or direct deposit is deducted for the Holiday Club, employees cannot not freely and easily access their diverted wages in the Holiday Club in the time and manner of their choosing. The deductions for the Holiday Club have been recorded on employee wage statements, oftentimes as "HOLIDAY FUND." There is no indication that employees have earned interest on their Holiday Club contributions.

The Company's Holiday Club has the effect of allowing the Company to retain a portion of employee wages, and pay those wages out much later in the time during a part of the year that is favorable to the Company (after the Fall sale season, when new vehicles are typically introduced, and in the midst of the holiday season, when customers are purchasing vehicles and increasing the cashflow of the Company).

The Company's deduction of employee wages for the Holiday Club/HOLIDAY FUND was, and continues to be, unlawful and violative of Labor Code §§ 204, 207, 212, 223, 224, and 432.5.

The deductions have caused aggrieved employees to not be timely paid at least the applicable California minimum wage for each hour of work (Labor Code §§ 1194, 1194.2, 1197, 1197.1 & 1199), to not be timely paid all the overtime and/or double-time compensation then owed to them (Labor Code §§ 510, 511, & 1198), and to not receive their wages owed to them during employment in the time required by law (Labor Code § 204 & 218). Nor was interest paid on the deferred payment of wages.

B. <u>Inaccurate Wage Statements</u>.

Labor Code section 226, subdivision (a), requires that employers (such as the Company) furnish to their employees, semi-monthly or at the time of each payment of wages, an accurate itemized statement in writing showing the "(1) gross wages earned, (2) total hours worked by the employee …, (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, …, (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, … , 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[.]"

The Company violated Labor Code section 226 in numerous respects.

First, the Company's wage statements fail to show the name and address of the legal entity that is the employer. (Labor Code, § 226(a)(8).) The Company's wage statements contain the generic term "MOSS BROS" with logos for different types of vehicles (e.g., the Dodge Ram logo). The generic term "MOSS BROS" is used by numerous businesses and does not accurately convey the name of the legal entity that is the employer. Moreover, the purported address information is written in exceedingly small font that does not yield a clear and readily discernable address. There is a separate entity named "The Reynolds and Reynolds Company" written in exceedingly small font on wage statements.

Second, the Company's wage statements routinely fail to accurately itemize the net wages "earned" during the pay period because of the deduction for the Holiday Club/HOLIDAY FUND. (Labor Code, § 226(a)(5)). Among other things, this deduction masks and obscures the net wages earned.

Third, when the Company pays out the Holiday Club/HOLIDAY FUND to aggrieved employees, the corresponding wage statement is inaccurate because it fails to accurately show the inclusive dates of the pay period for which the employee is being paid their earnings (Labor Code, § 226(a)(6)), and it incorrectly reflects their net wages earned for the pay period specified (Labor Code, § 226(a)(5)).

Fourth, the Company's wage statements fail to accurately itemize the total hours worked on employees' wage statements. The line where a summation of hours worked would naturally appear includes the notation "TOTAL PAY" (not total hours), and that line captures and includes the "HOURS" associated with ambiguous pay items that may or may not be for actual hours worked. (Labor Code, § 226(a)(2) & (9).)

As a result of issuing inaccurate and legally-deficient wage statements, the Company also failed to fulfill its recordkeeping obligation under Labor Code section 226(a).

C. **Unreimbursed Expenses**.

Labor Code section 2802 requires employers to reimburse employees for expenses incurred in the discharge of their work-related duties or while carrying out the directions of their employer. Aggrieved employees incurred expenses for which they were not reimbursed, including (without limitation) those set forth below, in violation of Labor Code section 2802.

Among other things, aggrieved employees utilized their personal cell phones for work-related communications, tasks, and purposes, but were not reimbursed by the Company. (*Cochran v. Schwan's Home Service, Inc*. (2014) 228 Cal.App.4th 1137.) Olguin, for example, had to contact customers on her personal cell phone, and she had to link her phone up with the Company shuttle.

The Company's failure to properly pay the expenses of Olguin and the other aggrieved employees violates and is actionable under Labor Code § 2802(a)-(c).

D. **Illegal Agreements**.

The Company required Olguin and other aggrieved employees to agree to terms or conditions of employment that are prohibited by California law and which the Company knew were prohibited by California law. (Labor Code § 432.5.) For example, the Company required employees to sign documents which contain broad and illegal restrictive covenants that are prohibited by Business & Professions Code § 16600, and which the Company knew were prohibited by Business & Professions Code § 16600, thus violating Labor Code § 432.5. One such document was labeled a "CONFIDENTIALITY AGREEMENT" and, among other things, it contains illegal non-compete and non-solicitation provisions that are prohibited by California law.

Another document violative of California law, that employees were required to sign, was the Holiday Club documentation discussed above.

III. **CIVIL PENALTIES SOUGHT**.

For all the above-specified Labor Code violations, Olguin, on behalf of herself and all aggrieved employees, seeks all available civil penalties against the Company that the law allows, including the default civil penalties provided by PAGA, and any civil penalties specifically provided by statute for the alleged Labor Code violations (including, without limitation, Labor Code §§ 210, 225.5, and 226.3, and 558) which are recoverable under PAGA.

To the extent any other entity under the control of or acting in concert with the Company, or to the extent any owner, director, officer, or managing agent of the Company, caused or contributed to the Labor Code violations (see, e.g., Labor Code § 558.1), civil penalties are also sought as to such entities or responsible parties to the extent authorized by law.

IV. RESERVATION OF RIGHTS.

Olguin reserves the right to assert claims and theories for Labor Code violations and associated civil penalties that are uncovered through discovery (formal or informal) but which are presently unknown. Olguin reserves the right to amend this PAGA Notice to allege such claims and theories, and to expressly name additional parties including (without limitation) through doe amendments. Any such amendment shall relate back to this PAGA Notice.

Very truly yours,

John M. Scheppach
Scheppach Bauer PC

EXHIBIT 3

SCHEPPACH | BAUER PC

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AMENDMENT TO PAGA NOTICE

September 16, 2025

VIA CERTIFIED MAIL TO:	**VIA ONLINE SUBMISSION TO:**
Employer **MOSS BROS. CJD, INC.** Attn: Kelley Cory Registered Agent For Service of Process 8146 Auto Drive Riverside, CA 92504 **MOSS BROS. AUTO GROUP, INC.** Attn: Kelley Cory Registered Agent For Service of Process 8146 Auto Drive Riverside, CA 92504	**State Agency** **The State Of California,** **Labor & Workforce Development Agency** Current Website Address https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html/

Re: *Carolina Olguin, et al. v. MOSS BROS. CJD, INC., et al.*
Amendment To PAGA Notice

Dear Employer And The LWDA:

Carolina Olguin ("Olguin"), on behalf of herself and all other aggrieved employees, and through her undersigned representative, hereby provides notice pursuant to the California Private Attorneys General Act of 2004, Labor Code sections 2698 – 2699.5 ("PAGA"), that she hereby amends her original PAGA Notice dated February 16, 2024 ("Original PAGA Notice") to include additional theories of alleged violations of the California Labor Code committed by MOSS BROS. CJD, INC. and MOSS BROS. AUTO GROUP, INC. (collectively, the "Company" or "Moss Bros."). The Original PAGA Notice is incorporated herein by reference in full, and remains in full force and effect. Pursuant to the requirements of PAGA, the Labor Code provisions allegedly violated, including the alleged facts and theories in support thereof, are set forth below. All citations herein are to the California Labor Code as it is presently constituted. The Labor Code may be amended in one or more respects after the date of this PAGA Notice.

This Amendment To PAGA Notice ("Amendment") invokes all available forms of tolling and relates back to the filing date (February 16, 2024) of the Original PAGA Notice. The Original PAGA Notice, was alleged against Does 1 through 10, inclusive, as additional responsible parties, which included any predecessor, successor, or affiliate entity who was the joint employer of Olguin or who was otherwise responsible for the Labor Code violations asserted. The Original PAGA

Notice provided that if and when such additional responsible parties are ascertained, the Original PAGA Notice may be amended to name such additional responsible parties, and any such amendment shall relate back to the Original PAGA Notice.

I. **BACKGROUND**.

Moss Bros. operates one or more automobile dealerships in California, which dealerships also include service centers and collision repair centers. Olguin was employed by and worked for the Company in California at one of its California dealerships as a non-exempt employee earning an hourly wage. Among other things, she worked as porter and drove customers in a Company courtesy shuttle.

Organizationally, Olguin alleges that the parent or controlling entity at the top of Moss. Bros. is MOSS BROS. AUTO GROUP, INC. (hereafter, referred to in lowercase for ease of reference). Olguin alleges that Moss Bros. Auto Group, Inc. determines and influences the wage-and-hour policies and practices at the various automobile dealerships in the Moss Bros. family of dealerships and acts as the de facto or joint employer of employees at the dealerships.

Underneath Moss Bros. Auto Group, Inc., and acting at its direction, are various subsidiaries in the Moss Bros. family of businesses at the dealership level, which serve as the "payroll" employers for the employees at each of the various Moss Bros. dealerships. These localized entities include Moss Bros. CJD, Inc., J.A. Moss, Inc., Moss Bros. Chevrolet, Inc., Moss Bros. German, Inc., Moss Bros. GMC, Inc., Moss Bros. Hon, Inc., Moss Bros. Toy, Inc., Moss Bros., Inc., and MVP Cars, Inc ("Moss Bros. Affiliates"). Olguin alleges that while these Moss Bros. Affiliates may nominally be the "employer" on paper of the employees at their respective dealerships, Moss Bros. Auto Group, Inc. is the real or joint-employer of the dealership employees in the PAGA Group (which is defined below) and is liable for the alleged wage-and-hour violations herein asserted.

Throughout the remainder of this Amendment, Moss Bros. Auto Group, Inc. and all the Moss Bros. Affiliates will be collectively referred to as "Moss Bros." or the "Company."

PAGA Group

This PAGA Notice applies to Olguin and all current and former non-exempt employees of the Company who worked in California at any of the Company's dealership locations at any time during the applicable limitations period.

These dealership locations, including service centers and collision repair centers at the dealerships, include all of the following:

- Moss Bros. Chrysler Dodge Jeep Ram Riverside
  J.A. Moss, Inc. *dba* Moss Bros. Chrysler Dodge Jeep Ram Riverside
  and *dba* Moss Bros. CDJR Riverside
  8151 Auto Dr. Riverside, CA 92504-4103

- Moss Bros. Chrysler Dodge Jeep Ram San Bernardino
  Moss Bros. Inc. *dba* Moss Bros. CDJR San Bernardino
  and *dba* Moss Bros. CDJR SB
  and *dba* OE Auto Parts
  1100 S. "E" Street
  San Bernardino, CA 92408-1915

- Moss Bros. Chevrolet Of Moreno Valley
  Moss Bros. Chevrolet, Inc. *dba* Moss Bros. Chevrolet of Moreno Valley
  12625 Auto Mall Dr.
  Moreno Valley, CA 92555-4408

- Moss Bros. Buick-GMC Of Moreno Valley
  Moss Bros. GMC, Inc. *dba* Moss Bros. Buick-GMC of Moreno Valley
  12675 Auto Mall Dr.
  Moreno Valley, CA 92555-4408

- Moss Bros. Chrysler Dodge Jeep Ram Moreno Valley
  Moss Bros. CJD, Inc. *dba* Moss Bros. Chrysler Dodge Jeep Ram Moreno Valley
  and *dba* Moss Bros. CDJR Moreno Valley
  27810 Eucalyptus Ave.
  Moreno Valley, CA 92555-4402

- MVP Cars
  MVP Cars, Inc. *dba* MVP Cars
  1930 W. Valley Blvd
  Colton, CA 92324

- Moss Bros. Honda Of Moreno Valley
  Moss Bros. Hon, Inc. *dba* Moss Bros. Honda of Moreno Valley
  27990 Eucalyptus Ave.
  Moreno Valley, CA 92555-4400

- Moss Bros. Toyota
  Moss Bros. Toy, Inc. *dba* Moss Bros. Toyota
  12630 Motor Way
  Moreno Valley, CA 92555-4404

- Moss Bros. Volkswagen of Moreno Valley
  Moss Bros. German, Inc. *dba* Moss Bros. Volkswagen of Moreno Valley
  27750 Eucalyptus Ave.
  Moreno Valley, CA 92555-4412

II. **ALLEGED LABOR CODE VIOLATIONS.**

A. **Unlawful Deduction And Deferral Of Wages.**

At all applicable times, the Company had, and continues to have, a holiday "savings" program, sometimes referred to as a "Holiday Club." Under the program, employees are pressured and required to have a portion of their periodic wage paychecks or direct deposits withheld and deducted from their take-home pay (e.g., $20 per paycheck or direct deposit). These deductions are branded by the Company as holiday "savings" that employees will be paid back by the Company during the holiday season, on or around November 21. A form that the Company utilizes for these deductions is a memo addressed to "All Employees" and the instructions at the top state: "Please have all employees completely fill out form and return to Payroll for processing." Nowhere on the form does it state that the Holiday Club is an optional and voluntary program, and nowhere on the form does it give an employee the option to decline to be in the program. Moss Bross. has outwardly treated this program as a mandatory program for its workforce and otherwise pressured employees to join. Furthermore, once an employee's paycheck or direct deposit is deducted for the Holiday Club, employees cannot not freely and easily access their diverted wages in the Holiday Club in the time and manner of their choosing. The deductions for the Holiday Club have been recorded on employee wage statements, oftentimes as "HOLIDAY FUND." There is no indication that employees have earned interest on their Holiday Club contributions.

The Company's Holiday Club has the effect of allowing the Company to retain a portion of employee wages, and pay those wages out much later in the time during a part of the year that is favorable to the Company (after the Fall sale season, when new vehicles are typically introduced, and in the midst of the holiday season, when customers are purchasing vehicles and increasing the cashflow of the Company).

The Company's deduction of employee wages for the Holiday Club/HOLIDAY FUND was, and continues to be, unlawful and violative of Labor Code §§ 204, 207, 212, 223, 224, and 432.5.

The deductions have caused aggrieved employees to not be timely paid at least the applicable California minimum wage for each hour of work (Labor Code §§ 1194, 1194.2, 1197, 1197.1 & 1199), to not be timely paid all the overtime and/or double-time compensation then owed to them (Labor Code §§ 510, 511, & 1198), and to not receive their wages owed to them during employment in the time required by law (Labor Code § 204 & 218). Nor was interest paid on the deferred payment of wages.

B. **Unpaid Wages.**

1. **Off-The-Clock Work.**

During the limitations period, Olguin and other aggrieved employees of the Company worked off-the-clock and did not receive all the wages due to them.

Among other things, the Company expected and pressured employees to record only their scheduled hours, not their actual time worked. Indeed, Company policy required employees to obtain pre-approval from management prior to working any overtime, otherwise discipline (up to and including termination) could be imposed. Given the heavy workload employees faced, and the requirement to seek pre-approval from management before overtime was worked, employees were pressured to perform compensable tasks off-the-clock, including before clocking in and after clocking out. For example, to stay within their scheduled hours, employees would clock out and clean their workstations, put away equipment, and return property to designated areas (e.g., returning vehicle keys to drawers). In addition, Company policy effectively prioritized customer service over all else, and employees had their meal periods interrupted to handle customer-related matters off-the-clock. Furthermore, employees engaged in work-related communications on their personal cell-phones off-the-clock and were not compensated for this time.

The Company's failure to compensate Olguin and other aggrieved employees for their off-the-clock work caused them to not be paid the applicable California minimum wage for compensable work (in violation of, and actionable under, Labor Code §§ 204, 1194, 1194.2, 1197, 1197.1 & 1199), to not be paid their regular hourly rate for all hours worked (in violation of, and actionable under Labor Code §§ 204 & 218), and to not receive proper overtime and/or double-time compensation (in violation of, and actionable under, Labor Code §§ 204, 510 & 1198). The Company's failure to pay Olguin and the other aggrieved employees the overtime, double-time, and/or minimum wages they were due also violates regulatory law. (IWC Wage Orders, § 3 [overtime and double-time requirements], and § 4 [minimum wage requirements].)

As a result of off-the-clock work, the Company failed to provide Olguin and other aggrieved employees with wage statements that accurately reflected their total hours worked (violating Labor Code § 226(a)(2)), their gross wages earned (violating Labor Code § 226(a)(1)), their net wages earned (violating Labor Code § 226(a)(5)), and their applicable rates of pay and hours worked at those rates (violating Labor Code § 226(a)(9)). The Company's non-compliance with California's wage statement requirements violated and is actionable under Labor Code §§ 226(a) and 226.3.

The Company was required to keep, in a centralized location, three years' worth of accurate records showing the hours worked by, and wages paid to, its employees; however, the Company failed to do so in violation of Labor Code § 1174(d). The off-the-clock work rendered these records inaccurate.

As a result of off-the-clock work, the Company did not provide separated employees (Olguin included) with final pay that contained all wages due to them under California law. This deficiency in final pay was willful within the meaning of Labor Code § 203. The Company's non-provision of timely and sufficient final pay to separated employees violated, and is actionable under, Labor Code §§ 201, 202, 203, 208, 226(a), and 226.3.

2. **Incorrect Calculation Of The Regular Rate.**

Unless a regular rate exclusion applies, employers must properly factor all economic items into the regular rate of pay for purposes of calculating the overtime and double-time wages owed to employees. (*Alvarado v. Dart Container Corp. of California* (2018) 4 Cal.5th 542, 554, 568.) Economic items will cause an employee's regular rate of pay to be increased for purposes of calculating their overtime, double-time, meal period premiums, rest period premiums, and sick leave payouts. (*Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal.5th 863 [meal period premiums and rest period premiums must be paid at the regular rate]; Labor Code, § 246(l)(2); Dept. Of Industrial Relations; Frequently Asked Questions, UPDATE: New Questions Concerning the Paid Sick Leave Law, Updated March 29, 2017, Q.2 ["[T]hese provisions mean that time taken off as paid sick leave must be paid at an employee's regular rate of pay"].)

Olguin and other aggrieved employees received economic items besides their normal hourly pay, including holiday pay which functioned as an attendance bonus (collectively "Economic Items"). The Company was required to, but failed to, properly include Economic Items in the regular rate for purposing of computing overtime, double-time, meal period premiums, rest period premiums, and sick leave payouts. The Company either omitted Economic Items from the regular rate, or otherwise erred in calculating the regular rate by utilizing an incorrect formula or incorrect computation method.

The Company's failure to properly include Economic Items in the regular rate has caused the overtime and/or double-time wages of employees to be underpaid, in violation of Labor Code §§ 510, 1198 and 204. The underpayment of overtime/double-time wages has also violated § 3(A) of the applicable IWC Wage Order. The Company's failure to properly include these Economic Items in the regular rate has caused the meal and rest period premium payments of aggrieved employees to be underpaid, in violation of Labor Code § 226.7(c) and 204. And the failure to properly include these Economic Items in the regular rate has caused the sick leave payouts of employees to be underpaid, in violation of Labor Code §§ 204, 208, 233(a) and (c), 246(a) and (l), and 246.5(c)(1).

As a result of the inaccurate calculation of the regular rate, the Company failed to provide Olguin and other aggrieved employees with wage statements that accurately reflected their gross wages earned (violating Labor Code § 226(a)(1)), their net wages earned (violating Labor Code § 226(a)(5)), and their applicable rates of pay and hours worked at those rates (violating Labor Code § 226(a)(9)). The Company's non-compliance with California's wage statement requirements violated and is actionable under Labor Code §§ 226(a) and 226.3.

The Company was required to keep, in a centralized location, three years' worth of accurate records showing the hours worked by, and wages paid to, its employees; however, the Company failed to do so in violation of Labor Code § 1174(d). The inaccurate calculation of the regular rate as discussed above rendered these records inaccurate.

As a result of the Company's inaccurate calculation of the regular rate, the Company did not provide separated employees (Olguin included) with final pay that contained all wages due to them under California law, including all owed overtime, double-time, meal period premiums, rest period premiums, and sick leave pay. This deficiency in final pay was willful within the meaning of Labor Code § 203. The Company's non-provision of timely and sufficient final pay to separated employees violated, and is actionable under, Labor Code §§ 201, 202, 203, 208, 226(a), and 226.3.

C. Meal Period Violations.

At all material times, the Company maintained policies and/or practices that prevented aggrieved employees from receiving legally-compliant first and second meal periods. The Company's policies and/or practices have caused employees to not be provided with the legally-compliant meal periods to which they were and are entitled.

Under California law, all non-exempt employees who work more than five (5) hours in a shift are entitled to take an uncontrolled, duty-free meal period of at least thirty (30) minutes. Meal periods must start after no more than five (5) hours of work. (Labor Code, § 512(a); IWC Wage Orders, § 11.) Under California law, all non-exempt employees who work more than ten (10) hours in a shift are entitled to take a second uncontrolled, duty-free meal period of at least thirty (30) minutes. Second meal periods must start after no more than ten (10) hours of work. (Labor Code, § 512(a); IWC Wage Orders, § 11.) Employers are forbidden from requiring employees to work during a meal period that is mandated by California statutory law or by an IWC Wage Order. (Labor Code, § 226.7(b).) Under California law, employers must provide an employee with an additional hour of pay for each workday that an employee is not provided with a meal period "in accordance with" California statutory law or IWC Wage Orders. (Labor Code, § 226.7(c).)

At all material times, in its busy customer-oriented workplace, the Company did not establish or provide employees with a sufficient break system or break infrastructure, causing employees to routinely take delayed or shortened meal periods or forgo them altogether. The Company did not maintain a bell system or electronic notification system for breaks. Moreover, on their "meal periods," employees were routinely interrupted by supervisors, both in in person in break rooms and by phone, regarding work-related matters, and, as such, employees did not receive duty-free meal periods and they remained subject to the Company's control during meal periods.

Olguin and the aggrieved employees routinely worked the requisite hours to be entitled to a first meal period under California law. The Company was required to provide a first meal period to the aggrieved employees in accordance with law, and the Company failed to do so. Specifically, and without limitation, the Company failed to provide the aggrieved employees with first meal periods that were timely, duty and control-free, and/or a full 30 minutes. Likewise, and for the same reasons, the Company has also routinely failed to provide the aggrieved with legally-compliant second meal periods on shifts they worked more than ten (10) hours. The Company failed to provide the aggrieved employees with second meal periods that were timely, duty and control-free, and/or a full 30 minutes

No valid waiver exists to excuse the meal period violations. The Company did not properly pay aggrieved employees the required premium wages owed for the first and second meal period violations. The Company's non-provision of compliant meal periods, and the Company's non-payment of the required meal period premiums, violated and is actionable under Labor Code § 512(a), and Labor Code §§ 226.7(b) & (c).

As meal period premiums are wages subject to Labor Code section 226(a), the Company's failure to pay at all and list on its wage statements, and/or the Company's failure to properly pay and list on its wage statements, the meal period premiums to which Olguin and the aggrieved employees were entitled caused the Company's wage statements to inaccurately list the gross and net wages earned, in violation of Labor Code section 226(a)(1) and (a)(5). Moreover, when meal periods were interrupted and/or controlled, yet the aggrieved employees remained clocked out, their corresponding wage statements for the pay period did not accurately reflect their total hours worked or their gross or net wages earned, in violation of Labor Code section 226(a)(2), (a)(1) and (a)(5). The Company's non-compliance with California's wage statement requirements violated and is actionable under Labor Code §§ 226(a) and 226.3.

As meal period premiums are wages subject to Labor Code sections 201-203, the Company also failed to include in the final pay of separated aggrieved employees (Olguin included) all the meal period premiums to which they were entitled. These deficiencies in final pay were willful within the meaning of Labor Code section 203, and are actionable under Labor Code sections 201, 202, 203, 208, and 256.

D. <u>Rest Break Violations</u>.

At all material times, the Company maintained policies and/or practices that prevented aggrieved employees from receiving legally-compliant rest periods. The Company's policies and/or practices have caused employees to not be provided with the legally-compliant rest periods to which they were and are entitled.

Under California law, all non-exempt employees must be authorized and permitted to take a "net" 10-minute rest break for every four (4) hours worked, or major fraction thereof. (IWC Wage Orders, § 12(A).) Non-exempt employees must be authorized and permitted to take one 10-minute rest break for shifts from three and one-half (3 ½) hours to six (6) hours in length, two 10-minute rest breaks for shifts of more than six (6) hours up to ten (10) hours in length, three 10-minute rest breaks for shifts of more than ten (10) hours up to fourteen (14) hours in length, and so on. (*Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1029.)

In terms of rest break timing, the employer must authorize and permit the taking of rest breaks "in the middle of each work period." (IWC Wage Orders, § 12(A); see also *Rodriguez v. E.M.E., Inc.* (2016) 246 Cal.App.4th 1027, 1040 [analyzing the rest break timing rule].) In terms of rest break duration, California law requires employers to provide employees with a "net" rest time of 10 minutes. (IWC Wage Orders, § 12.) An employee's 10 minutes of rest begins the moment the employee can reach an appropriate area of rest and be free from employer control. (*Vaquero v. Stoneledge Furniture, LLC* (2017) 9 Cal.App.5th 98, 112 [a rest period "begins when the employee reaches an area away from the work station that is appropriate for rest"]; *Augustus v. ABM Security Services, Inc*. (2016) 2 Cal.5th 257, 273 ["California law requires employers to relieve their employee of all work-related duties and employer control during 10-minute rest periods"].)

Under California law, it is illegal for an employer to require an employee to work during a rest period that is mandated by California statutory law or an IWC Wage Order. (Labor Code, §

226.7(b).) Under California law, employers must provide an employee with an additional hour of pay for each workday that an employee is not provided with a rest period "in accordance with" California statutory law or IWC Wage Orders. (Labor Code, § 226.7(c).)

Olguin and the other aggrieved employees worked the requisite hours to be entitled to first, second, and/or third rest periods under California law. The Company was required to authorize and permit Olguin and the other aggrieved employees to take rest periods in accordance with California law, and the Company failed to do so.

At all material times, in its busy customer-oriented workplace, the Company did not establish or provide employees with a sufficient break system or break infrastructure, causing employees to routinely take delayed or shortened rest periods or forgo them altogether. The Company did not maintain a bell system or electronic notification system for breaks. Moreover, on their "rest periods," employees were routinely interrupted by supervisors, both in in person in break rooms and by phone, regarding work-related matters, and, as such, employees did not receive duty-free rest periods and remained subject to the Company's control during rest periods. In addition, the Company exercised a practice of requiring employees to remain on the dealership premises during rest breaks, thereby failing to relinquish control over how they spend their rest break time and depriving them of legally-compliant rest breaks. This practice dovetailed with the Company's written policy, which fails to expressly inform employees that they are permitted to leave the premises on rest breaks. Relatedly, Company policy required employees to treat any personal time spent at work (e.g., receiving a personal phone call or responding to a personal text message) as their rest break time, regardless of whether that time was a full, continuous, net 10 minutes of rest and regardless of whether they were in an area that was suitable for rest, thereby depriving employees of the legally-compliant rest periods to which they were entitled.

No valid waiver exists to excuse the rest period violations. The Company did not properly pay Olguin or the other aggrieved employees the required premium wages owed for the rest period violations. The Company's non-provision of compliant rest periods, and the Company's non-payment of rest period premiums, violated and is actionable under Labor Code sections 226.7(b) and (c). The Company's failure to provide legally-compliant rest periods also violated regulatory law. (IWC Wage Orders, § 12 [rest period requirements].)

As rest period premiums are wages subject to Labor Code section 226(a), the Company's failure to pay and list on its wage statements the rest period premiums to which Olguin and the aggrieved employees were entitled caused the Company's wage statements to inaccurately list the gross and net wages earned, in violation of Labor Code section 226(a)(1) and (a)(5). The Company's non-compliance with California's wage statement requirements is alleged to be knowing and intention, and it violated and is actionable under Labor Code §§ 226(a) and 226.3.

As rest period premiums are wages subject to Labor Code sections 201-203, the Company has also failed to include in the final pay of separated aggrieved employees (Olguin included) all the rest period premiums to which they were entitled. These deficiencies in final pay were willful within the meaning of Labor Code section 203, and are actionable under Labor Code sections 201, 202, 203, 208, and 256.

E. <u>Inaccurate Wage Statements</u>.

Labor Code section 226, subdivision (a), requires that employers (such as the Company) furnish to their employees, semi-monthly or at the time of each payment of wages, an accurate itemized statement in writing showing the "(1) gross wages earned, (2) total hours worked by the employee …, (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, …, (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, … , 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[.]"

In addition to the above-mentioned wage statement violations, the Company violated Labor Code section 226 in numerous respects.

First, the Company's wage statements fail to show the name and address of the legal entity that is the employer. (Labor Code, § 226(a)(8).) The Company's wage statements contain the generic term "MOSS BROS" with logos for different types of vehicles (e.g., the Dodge Ram logo). The generic term "MOSS BROS" is used by numerous businesses and does not accurately convey the name of the legal entity that is the employer. Moreover, the purported address information is written in exceedingly small font that does not yield a clear and readily discernable address. There is a separate entity named "The Reynolds and Reynolds Company" written in exceedingly small font on wage statements.

Second, the Company's wage statements routinely fail to accurately itemize the net wages "earned" during the pay period because of the deduction for the Holiday Club/HOLIDAY FUND. (Labor Code, § 226(a)(5)). Among other things, this deduction masks and obscures the net wages earned.

Third, when the Company pays out the Holiday Club/HOLIDAY FUND to aggrieved employees, the corresponding wage statement is inaccurate because it fails to accurately show the inclusive dates of the pay period for which the employee is being paid their earnings (Labor Code, § 226(a)(6)), and it incorrectly reflects their net wages earned for the pay period specified (Labor Code, § 226(a)(5)).

Fourth, the Company's wage statements fail to accurately itemize the total hours worked on employees' wage statements. The line where a summation of hours worked would naturally appear includes the notation "TOTAL PAY" (not total hours), and that line captures and includes the "HOURS" associated with ambiguous pay items that may or may not be for actual hours worked. (Labor Code, § 226(a)(2) & (9).)

Fifth, the Company's wage statements also contain vague references to "226.7" pay and listed "Hours" associated with that pay, which is a violation of Labor Code section 226(a)'s requirement to *accurately itemize* the constituent parts of the employee's pay during the pay period, because it is impossible for employees to determine whether "226.7" entries are (i) meal period premiums (in which case the associated listed "Hours" are not actual hours worked, and the premiums are not included in the regular rate), (ii) rest period premiums (in which case the associated listed "Hours" are not actual hours worked, and the premiums are not included in the regular rate), (iii) hourly pay for working through a meal or rest period (in which case the listed "Hours" reflect actual hours worked and the pay is included in the regular rate), (iv) for commission-earning employees, separate compensation for their rest break time (in which case, the "Hours" are counted as actual working time and the pay is included in the regular rate), or (v) something else. These ambiguous "226.7" entries on wage statements are akin to calling overtime or double-time pay on a wage statement "510" instead of accurately labeling it as overtime or double-time pay with the corresponding time worked at these rates. The Company's listing of "226.7" pay and associated "Hours" on wage statements violated Labor Code § 226(a), (a)(1), (a)(2), and (a)(9).

The Company's issuance of inaccurate wage statements and its violation of Labor Code section 226 was "knowing and intentional," and resulted in "injury," within the meaning of the statute.

As a result of issuing inaccurate and legally-deficient wage statements, the Company also failed to fulfill its recordkeeping obligation under Labor Code section 226(a).

F. Unreimbursed Expenses.

Labor Code section 2802 requires employers to reimburse employees for expenses incurred in the discharge of their work-related duties or while carrying out the directions of their employer. Aggrieved employees incurred expenses for which they were not reimbursed, including (without limitation) those set forth below, in violation of Labor Code section 2802.

Among other things, aggrieved employees utilized their personal cell phones for work-related communications, tasks, and purposes, but were not reimbursed by the Company. (*Cochran v. Schwan's Home Service, Inc*. (2014) 228 Cal.App.4th 1137.) Olguin, for example, had to contact customers on her personal cell phone, and she had to link her phone up with the Company shuttle. The Company either failed to reimburse employees for the work-related usage of cell phones, or provided an insufficient reimbursement amount that was not a reasonable reimbursement.

The Company's failure to properly pay the expenses of Olguin and the other aggrieved employees violates and is actionable under Labor Code § 2802(a)-(c).

G. Illegal Agreements.

The Company required Olguin and other aggrieved employees to agree to terms or conditions of employment that are prohibited by California law and which the Company knew were prohibited by California law. (Labor Code § 432.5.) For example, the Company required employees to sign documents which contain broad and illegal restrictive covenants that are prohibited by Business & Professions Code § 16600, and which the Company knew were prohibited by Business & Professions Code § 16600, thus violating Labor Code § 432.5. One such document was labeled a "CONFIDENTIALITY AGREEMENT" and, among other things, it contains illegal non-compete and non-solicitation provisions that are prohibited by California law. The CONFIDENTIALITY AGREEMENT also contains broad confidentiality provisions, effectively treating "all information communicated" to the employee by Moss Bros. as "confidential," which conflicts with, and violates, the disclosure protections afforded to employees under Labor Code sections 232 and 232.5.

Another document violative of California law, that employees were required to sign, was the Holiday Club documentation discussed above.

In addition, Olguin alleges that the Company also required employees to sign a "PRIVACY POLICY AND SAFEGUARGING AGREEMENT" that contains broad confidentiality restrictions that prohibit employees from disclosing wage information and working conditions to others, in violation of Labor Code sections 232 and 232.5.

III. CIVIL PENALTIES SOUGHT.

For all the above-specified Labor Code violations, Olguin, on behalf of herself and all aggrieved employees, seeks all available civil penalties against the Company that the law allows, including the default civil penalties provided by PAGA, and any civil penalties specifically provided by statute for the alleged Labor Code violations (including, without limitation, Labor Code §§ 210, 225.5, and 226.3, and 558) which are recoverable under PAGA.

To the extent any other entity under the control of or acting in concert with the Company, or to the extent any owner, director, officer, or managing agent of the Company, caused or contributed to the Labor Code violations (see, e.g., Labor Code § 558.1), civil penalties are also sought as to such entities or responsible parties to the extent authorized by law.

IV. CONTINUED RESERVATION OF RIGHTS.

As stated in the Original PAGA Notice, Olguin reserved and continues to reserve the right to assert claims and theories for Labor Code violations and associated civil penalties that are uncovered through discovery (formal or informal) but which are presently unknown. Olguin reserved and continues to reserve the right to amend the Original PAGA Notice to allege such claims and theories, and to expressly name additional parties including (without limitation) through doe amendments. Any such amendment shall relate back to the Original PAGA Notice.

Very truly yours,

John M. Scheppach
Scheppach Bauer PC

PROOF OF SERVICE

I am employed by Scheppach Bauer PC, a law firm with a principal place of business in the County of Orange, State of California, I am over the age of eighteen (18) and am not a party to this action. My California business address is 23181 Verdugo Drive, Suite 105-A, Laguna Hills, CA, 92653.

On December 3, 2025, I served the within document(s) described as:

FIRST AMENDED COMPLAINT

on the interested parties in this action as stated below:

FINE, BOGGS & PERKINS LLP John Boggs, Esq. (SBN 172578) jboggs@employerlawyers.com Daniel Padova, Esq. (SBN 182143) dpadova@employerlawyers.com 111 West Ocean Blvd, Suite 2400 Long Beach, CA 90802 Phone: (562) 366-0861 Fax: (562) 490-8561	**ATTORNEYS FOR DEFENDANTS** MOSS BROS. CJD, INC. MOSS BROS. AUTO GROUP, INC, J.A. MOSS, INC.

☒ **BY E-MAIL OR ELECTRONIC TRANSMISSION:** I caused a true copy of the document to be sent to the persons at the corresponding electronic address as indicated above on the above-mentioned date. I utilized One Legal e-services to accomplish said electronic transmission.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on December 3, 2025

John M. Scheppach
(Type or print name)

(Signature of Declarant)