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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO, CENTRAL DIVISION

CHRISTOPHER SCHRICKER, an individual,
YADWINDER TOOR, an individual,
BRENDAN DOYLE, an individual,

PLAINTIFFS,

v.

RUMBLEON, INC., a Nevada Corporation,
SAN DIEGO HOUSE OF MOTORCYCLES,
LLC, a California Corporation, and DOES 1 to
50, inclusive,

DEFENDANTS.

CASE NO. 37-2023-00050600-CU-OE-CTL

**PLAINTIFF'S COMPLAINT FOR
DAMAGES**

- 1) **UNPAID WAGES, COMMISSIONS,
AND OVERTIME WAGES**
- 2) **FAILURE TO PROVIDE PROPER
MEAL PERIODS**
- 3) **FAILURE TO PROVIDE
ACCURATE ITEMIZED WAGE
STATEMENTS**
- 4) **FAILURE TO INDEMNIFY**
- 5) **FAILURE TO PAY FINAL WAGES**
- 6) **FAILURE TO PRODUCE
EMPLOYMENT RECORDS**
- 7) **UNFAIR COMPETITION**
- 8) **VIOLATION OF LABOR CODE § 970**
- 9) **PROMISSORY FRAUD**
- 10) **NEGLIGENT
MISREPRESENTATION**
- 11) **PROMISSORY ESTOPPEL**

JURY TRIAL DEMANDED

COMPLAINT

1
2 Plaintiffs CHRISTOPHER SCHRICKER (“Schricker”), YADWINDER TOOR (“Toor”), and
3 BRENDAN DOYLE (“Doyle”) (hereafter, collectively, “PLAINTIFFS”), through their attorneys of
4 record, allege as follows:

5 **GENERAL ALLEGATIONS**

6 1. Toor is an individua and has at all times mentioned in this complaint been a resident of San
7 Diego County, California.

8 2. Doyle is an individua and has at all times mentioned in this complaint been a resident of San
9 Diego County, California

10 3. Schricker is an individual now residing in San Diego, California. Shricker resided in Texas
11 prior to having been fraudulently induced to travel to San Diego County, California, as discussed
12 further below in connection with Schricker’s claim for violation of California Labor Code Section
13 970.

14 4. Defendant RUMBLEON, INC. (“RumbleOn”) is a Nevada Corporation that has at all times
15 mentioned in this complaint been doing business in San Diego County, California.

16 5. Defendant SAN DIEGO HOUSE OF MOTORCYCLES, LLC is a California limited liability
17 company that has at all times mentioned in this complaint been doing business in San Diego County,
18 California. SAN DIEGO HOUSE OF MOTORCYCLES, LLC has registered the fictitious business
19 name of RideNow SoCal.

20 6. PLAINTIFF is ignorant of the true names and capacities of Defendants sued herein as DOES 1
21 through 50, inclusive, and therefore sues these Defendants by such fictitious names. PLAINTIFF will
22 amend this complaint to allege their true names and capacities when ascertained. PLAINTIFF is
23 informed and believes, and on that basis alleges, that each of these fictitiously named Defendants is
24 responsible in some manner for the occurrences herein alleged, and that PLAINTIFF’s damages as
25 herein alleged were proximately caused by their conduct.

26 7. Defendants RUMBLEON, INC., SAN DIEGO HOUSE OF MOTORCYLES, LLC, and
27 DOES 1 through 50 are referred to herein collectively as “Defendants.”
28

FACTUAL ALLEGATIONS

8. Defendants are in the business of operating a powersports dealership, under the fictitious business name RideNow SoCal (hereafter, “RideNow”) selling items such as off-road vehicles and personal watercraft. The RideNow dealership is located at 1725 Hacienda Dr, Vista, CA 92081.

TOOR AND DOYLE

9. Toor began his employment with Defendants in June of 2021 as a floor manager at RideNow. As a floor manager, Toor would close deals and handle finance paperwork. In October of 2022, Toor became General Sales Manager (“GSM”). As GSM, Toor was responsible for desking deals (making, authorizing, and responding to customer offers for vehicle purchases), handling finance paperwork, and overseeing certain activities of other employees in the sales, finance, and the internet departments. Toor’s employment ended on or about September 19, 2023.

10. Toor was paid a salary plus commissions.

11. Toor was a nonexempt employee.

12. Doyle began his employment with Defendants as a salesperson in their south San Diego County store, called San Diego House of Motorcycles, in approximately 2011 or 2012. After approximately two to three months, the South County store ceased operating, and Doyle was transferred to the North County Store, which eventually became known, as it is now, as RideNow. In approximately 2013, Doyle was promoted to finance manager. After Doyle spent approximately eight years as finance manager, Defendants did away with the finance manager job title, changing Doyle’s title to sales manager. As a sales manager, Doyle had effectively the same job with a different name, added responsibility, and less pay. Doyle remains an employee of Defendants.

13. Doyle is paid a salary plus commissions.

14. Doyle is a nonexempt employee.

15. Despite being paid commissions, Toor and Doyle were not provided with a pay plan that stated the method by which their commissions would be computed and paid, all in violation of California Labor Code Section 2751. To the contrary, RideNow made numerous undisclosed and unlawful deductions from its gross revenue before calculating the commissionable gross – the “commissionable gross” being the figure based on which commissions were calculated.

1 16. By impermissibly deducting its business expenses in calculating the commissionable gross,
2 Defendants unlawfully shifted the cost of doing business from themselves to their employees, in
3 violation of Labor Code Section 2802.

4 **SCHRICKER**

5 17. Schricker was previously employed by Defendants in the State of Texas.

6 18. On August 19th, 2022 Schricker Met with Peter Levy (“Levy”), Chief Operating Officer and
7 Director of RumbleOn, Inc., at the the RumbleOn corporate offices.

8 19. At that meeting, Levy informed Schricker that RumbleOn was purchasing 4 powersports
9 dealerships in California from Jerry Gilding. Mr. Levy indicated that two of the stores being
10 purchased were in Southern California - Temecula Motorsports in Temecula and Fun Bike Center in
11 San Diego.

12 20. Levy stated Fun Bike Center would be Defendants’ biggest location, and that Marshall
13 Chesrown (CEO of RumbleOn) and Lyle Kramper (Vice President of RumbleOn and/or RideNow)
14 and Levy himself wanted Schricker to relocate to San Diego to run the Fun Bike Center location.

15 21. Levy stated there would be no pay cut, and that in fact based on the net revenue of Fun Bike
16 Center, Schricker’s wages would *increase*. This was very important to Schricker , as the cost of
17 living in California is much higher in California than Texas (where Schricker was living and working)
18 and Texas, unlike California, has no personal income tax

19 22. Schricker asked how long it would be until the Fun Bike Center deal was done, and Levy told
20 Schricker it would be 60 days.

21 23. Levy told Schricker he wanted Schricker to go to Las Vegas to meet his prospective boss at
22 Fun Bike Center, and start making plans.

23 24. On August 23rd, 2022 – Schricker flew to Las Vegas and met with Chris Rice (“Rice”),
24 RumbleOn’s regional director for Nevada and California

25 25. Rice stated immediately that Schricker would be taking a pay cut to \$20,000 monthly while
26 the deal was being finalized. Rice stated that Schricker would assist the Las Vegas and California
27 locations until Schricker’s store (Fun Bike Center) became ready.

1 26. On August 24th, 2022, Schricker flew to San Diego from Las Vegas, rented a car, and drove
2 to Fun Bike Center and scoped it out. Schricker was very excited at the prospect of operating what
3 would be the company's largest store!

4 27. Levy told Schricker the decision – whether to take on the Fun Bike Center store - was
5 Schricker's to make, and that Schricker could stay in Austin if he wanted to. Schricker told Levy that
6 Schricker was going to Phoenix for his friend's 40th birthday, and would let him know after the trip.

7 28. On Sunday, August 28th, at 9:11am, when the Austin location was closed, Paul Langford sent
8 a mass email out to Schricker's colleagues and multiple major manufacturers and vendors stating
9 Schricker was no longer the General Manager of the Austin location. Schricker reached out to Mr.
10 Levy, who was not aware the email had been sent. RumbleOn's Human Resources ("HR")
11 department then reached out to Schricker and suggested Schricker take the opportunity that had been
12 offered to Schricker in California.

13 29. Schricker's enthusiasm to take the California offer was dampened by Langford's email, as
14 Langford had jumped the gun by announcing Schricker's move before Schricker had communicated
15 his acceptance to Levy.

16 30. Somewhat dejected by the manner in which things had transpired, but still looking forward to
17 running the company's largest store and likely earning more money, Schricker accepted the offer to
18 relocate to California and take on the Fun Bike Center location.

19 31. Levy, Rice, and the HR department stated Schricker could take his time in packing up his
20 belongings and relocating while the deal (to purchase Fun Bike Center) concluded. Schricker then
21 got rid of everything in his home in Austin, purchased a vehicle big enough for the move, and, at the
22 beginning of October, flew his (Schricker's) father out from Nashville to help with the drive and
23 assist with Schricker's two elderly dogs.

24 32. Schricker arrived to temporary housing in Las Vegas in October 2022, and traveled back and
25 forth from Las Vegas to Vista, CA. to assist at different stores. While in Vista, Schricker had to stay
26 at a hotel with his dogs.

27 33. On October 20th, 2022, Schricker flew to Dallas to participate in corporate meetings.
28

1 34. On October 21st, 2022, after Schricker had invested substantial time, money and effort in the
2 move to California, Schricker was told for the first time that Defendants were not certain when the
3 deal to purchase Fun Bike Center would conclude. Schricker felt somewhat in limbo due to the
4 uncertainty about when the deal would close, but Schricker had no inkling, as he had not been given
5 any, that the deal might not be consummated. Indeed, in the meetings, management reiterated their
6 excitement about the new locations (including Fun Bike Center) that were being acquired.

7 35. Between October 23rd and November 20th 2022, Schricker travelled back and forth between
8 Las Vegas and Vista, CA., where he would assist with the RideNow dealership.

9 36. Schricker was then told by Rice that the Defendants needed Schricker to run the RideNow
10 dealership in Vista, CA. until Fun Bike Center was ready. Schricker stayed in a hotel for over a month
11 while until he was able to locate a suitable short term rental, which cost \$5,000 a month. Schricker
12 considered the rental short-term as he still believed Defendants were purchasing Fun Bike Center.

13 37. On January 12th, 2023 after not receiving any updates concerning the Fun Bike Center
14 purchase for some time, Schricker asked Levy "Any movement on the FBC/Temecula deal?" Levy
15 replied, "Work in progress buddy, changing economy changes peoples outlook." Schricker replied
16 that he would do what he could to fix the Vista location (RideNow), but that the pay cut was a
17 problem and it wouldn't make sense for Schricker to stay at the RideNow location.

18 38. Nonetheless, Defendants have kept Schricker at the RideNow location.

19 39. Schricker is informed and believes that the Fun Bike Center deal fell through. But, to date,
20 Defendants have not explained the circumstances to Schricker. Schricker is further informed and
21 believes that the deal may have fallen through before he even relocated to California.

22 40. Most recently, while at a dealer show in Nashville, Schricker was talking to one of the
23 directors and stated how complicated California was to operate in, and the director replied "that's why
24 we didn't buy those stores." This was the first time Defendants said anything to Schricker about the
25 Fun Bike Center deal failing.

26 41. Schricker relied on Defendants' promises that Schricker would be running Fun Bike Center in
27 accepting the job offer and moving to California. Schricker would not have moved to California to
28

1 work at the RideNow location nor agreed to a drastic pay cut in a city with higher taxes and cost of
2 living.

3 42. As a result of the move, Schricker is out travel and moving expenses, has suffered a large pay
4 cut, has spent and continues to spend substantially more on living expenses, and has experienced
5 stress, anxiety and financial burden.

6 **FIRST CAUSE OF ACTION**

7 **UNPAID WAGES, COMMISSIONS, AND OVERTIME WAGES**

8 **(CALIFORNIA LABOR CODE §§204, 204.1, 210, 221, 226.2, 500, 510, 1194, 1194.2, 2802)**

9 **By all Plaintiffs Toor and Doyle against all Defendants**

10 43. Plaintiffs Toor and Doyle hereby incorporate and reallege all the preceding and subsequent
11 allegations as though fully stated herein.

12 44. As discussed above, Toor and Doyle were not paid the full commissions owed to them for
13 products they sold due to unlawful deductions subtracted from the commissionable gross. By making
14 said unlawful deductions, Defendants shifted the cost of doing business to Toor and Doyle in
15 violation of Labor Code Section 2802. Such unpaid wages and unlawful deductions violated
16 California Labor Code Section 204, 204.1 and 2802. Defendants' actions were willful and intentional
17 in not paying Toor and Doyle all wages due.

18 45. Toor and Doyle also worked overtime hours in excess of eight hours per day and/or in
19 excess of forty hours per week without being paid the proper required overtime compensation rates
20 as required by California law. Toor and Doyle, for at all or some of their workweeks, were not
21 exempt from the requirement of being paid overtime compensation.

22 46. Toor and Doyle allege that by their actions as herein stated, Defendants violated California
23 Labor Code Sections 204, 204.1 210, 226.2, 221, 500, 510, 1194, and 1194.2, which require the
24 prompt payment of wages, including overtime compensation, prohibit employers from converting
25 employee wages to their own use, and require payment of at least minimum wage for all hours
26 worked.

27 47. As a direct and proximate result of the bad faith actions of Defendants, Toor and Doyle
28 have suffered economic harm due to these violations of California law and seek all damages

COMPLAINT

1 allowed by law, according to proof at the time of trial. Furthermore, Toor and Doyle seek all interest,
2 fees, attorney's fees, and civil penalties to which they are entitled at law.

3 48. Plaintiff Toor, whose employment by Defendants has ceased, and Plaintiff Doyle, in the event
4 his employment should cease, does, and will, respectively, seek waiting time penalties pursuant to
5 Labor Code Section 203 in the amount of one day of wages for each day their wages did or do remain
6 unpaid, up to and including 30 days.

7 **SECOND CAUSE OF ACTION**

8 **FAILURE TO PROVIDE PROPER MEAL PERIODS**

9 **(CALIFORNIA LABOR CODE §§226.7, 512)**

10 **By Plaintiffs Toor and Doyle Against All Defendants**

11 49. Plaintiffs Toor and Doyle hereby incorporate and reallege all the preceding and subsequent
12 allegations as though fully stated herein.

13 50. Toor and Doyle regularly worked in excess of five (5) hours a day without being afforded
14 at least a thirty (30) minute uninterrupted meal period, in which they were relieved of all duties,
15 during that five (5) hour period, as required by California Labor Code §§ 226.7 and 512.

16 51. Additionally, when Toor and Doyle worked in excess of 10 hours per day they were not
17 provided a second thirty (30) minute uninterrupted meal period as required by California Labor
18 Code §512.

19 52. Because Defendants failed to afford proper meal periods, they are liable to Toor and Doyle for
20 one hour of additional pay (premium pay) at the regular rate of compensation for each workday
21 that the proper meal period was not provided, pursuant to Labor Code § 226.7.

22 53. As a direct and proximate result of Defendants' violations of Labor Code §§ 226.7 and
23 512, Toor and Doyle have suffered harm entitling them to damages. Plaintiff therefore seek damages
24 and all other relief allowable including premium pay for each work shift of five (5) hours or longer
25 during which they were not provided a full, timely thirty (30) minute uninterrupted meal break,
26 attorney's fees, prejudgment interest, and litigation costs pursuant to Labor Code §§, 218.5, 218.6 and
27 226.7.

1 54. Plaintiff Toor, whose employment by Defendants has ceased, and Plaintiff Doyle, in the event
2 his employment should cease, does, and will, respectively, seek waiting time penalties pursuant to
3 Labor Code § 203 in the amount of one day of wages for each day their wages, including premium
4 pay, did or do remain unpaid, up to and including 30 days.

5 **THIRD CAUSE OF ACTION**

6 **FAILURE TO PROVIDE ACCURATE, ITEMIZED WAGE STATEMENTS**

7 **(CALIFORNIA LABOR CODE §§ 226(a))**

8 **By Plaintiffs Toor and Doyle Against All Defendants**

9 55. Plaintiffs Toor and Doyle hereby incorporate and reallege all the preceding and subsequent
10 allegations as though fully stated herein.

11 56. Defendants are required by law to provide proper itemized wage statements to their employees
12 under California Labor Code § 226. Said section requires employers to give an itemized wage
13 statement to an employee each pay period that includes gross wages earned, the total hours worked by
14 the employee, all deductions, net wages earned, the dates for which the period was paid, the
15 employee's name and last four digits of the employee's social security number or an employee
16 identifier, the name and address of the employer, and all applicable hourly rates.

17 57. Toor and Doyle's wage statements violated Section 226(a) because they failed to accurately
18 itemize the total hours worked, rate of compensation, net wages, gross wages, and premium pay for
19 missed meal and rest breaks , In light of these violations of California law, Toor and Doyle are
20 entitled to statutory damages as discussed herein below.

21 58. California Labor Code § 226(e) provides that if an employer knowingly and intentionally fails
22 to provide a statement itemizing, *inter alia*, the total gross wages earned by the employee, then the
23 employee is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial
24 violation and one hundred dollars (\$100) for each subsequent violation, up to four thousand dollars
25 (\$4000).

26 59. At all times mentioned in this Complaint, California Labor Code § 226 was in full
27 force and effect and binding on Defendants.
28

1 60. Notwithstanding the requirements of California Labor Code § 226, Defendants provided
2 Doyle and Toor with improper, incomplete and false paycheck stubs in violation of California Labor
3 Code § 226(a) which caused Plaintiffs to suffer injury.

4 61. Toor and Doyle are entitled to penalties for the failure to maintain and provide correct
5 itemized wage statements of their pay in an amount according to proof at trial. Toor and Doyle are
6 also entitled to recover their reasonable attorneys' fees and costs as provided for by law, including but
7 not limited to Cal. Labor Code §§ 226(e)(1).

8 **FOURTH CAUSE OF ACTION**

9 **FAILURE TO INDEMNIFY**

10 **(CALIFORNIA LABOR CODE § 2802)**

11 **By All Plaintiffs Against All Defendants**

12 62. Plaintiffs hereby incorporate and reallege all the preceding and subsequent allegations as
13 though fully stated herein.

14 63. California Labor Code§ 2802 requires employers to indemnify their employees for expenses
15 and losses incurred while discharging their duties or in obedience to the directions of their employer.
16 California Labor Code § 2804 mandates that this statutory right cannot be waived.

17 64. All Plaintiffs incurred losses in obedience to the directions of Defendants including but not
18 limited to cellular phone and service expenses.

19 65. Defendants failed to indemnify or reimburse Plaintiffs for their reimbursable expenses
20 including cellular phone and service.

21 66. Due to Defendants' violations of California Labor Code§ 2802, Plaintiffs suffered and
22 continue to suffer substantial losses related to unpaid expenses, the use and enjoyment of monies
23 owed, lost interest on monies owed, and attorneys' fees in an amount to be proven at the time of trial.

24 67. Defendants derived an unjust and inequitable economic benefit in failing to comply with the
25 law regarding indemnification and reimbursement of employees.

26 68. Plaintiffs seek restitution of all monies owed, attorney fees, and costs.

FIFTH CAUSE OF ACTION

WAITING TIME PENALTY

(CALIFORNIA LABOR CODE §§ 203)

By Plaintiffs Toor and Doyle Against All Defendants

69. Plaintiffs Toor and Doyle hereby incorporate by reference and re-allege as if fully stated herein all previous and subsequent allegations in this complaint.

70. Lab. Code § 203 provides for a waiting time penalty in the event an employer does not timely pay the wages of an employee at the conclusion of their employment. The waiting time penalty provides that the wages of the employee continue as a penalty at the employee's daily rate until paid, not to exceed 30 days.

71. Toor's employment with Defendants ended on or about September 19, 2023..

72. As of the present date, Defendants have not provided Toor with all wages and premium pay due and payable.

73. Defendants' failure to pay Toor was willful.

74. It has been more than thirty (30) days since Toor was entitled to all wages due and payable to him.

75. Toor is entitled to his daily wage for a period of thirty (30) days as a penalty.

76. Doyle continues to be an employee of Defendants. In the event Doyle's employment ceases during the pendency of this action and Defendants fail to pay all Doyle's wages due, including wages and premium pay, Doyle will, and hereby does, seek waiting time penalties pursuant to Labor Code Section 203 in the amount of his daily wage for a period of thirty (30) days.

77. Toor is, and Doyle shall be, if he meets the conditions for entitlement to waiting time penalties, entitled to attorney fees and costs pursuant to Lab. Code §§ 1194 and 218.5.

SIXTH CAUSE OF ACTION

FAILURE TO PRODUCE PAY RECORDS

(BY ALL PLAINTIFFS AGAINST ALL DEFENDANTS)

78. Plaintiffs hereby incorporate by reference and re-allege as if fully stated herein all
COMPLAINT

1 previous and subsequent allegations in this complaint.

2 79. Under Labor Code § 226(c), “[a]n employer who receives a written or oral request to
3 inspect or receive a copy of records pursuant to subdivision (b) pertaining to a current or former
4 employee shall comply with the request as soon as practicable, but no later than 21 calendar days
5 from the date of the request.”

6 80. All Plaintiffs sent record requests to Defendants on September 5, 2023.

7 81. Defendants failed to timely produce the records they were required to under Labor Code
8 § 226.

9 82. To date, Defendants have produced no records at all in response to these requests.

10 83. Under Labor Code § 226(f), “[a] failure by an employer to permit a current or former
11 employee to inspect or receive a copy of records within the time set forth in subdivision (c) entitles
12 the current or former employee or the Labor Commissioner to recover a seven-hundred-fifty-dollar
13 (\$750) penalty from the employer.”

14 84. Under Labor Code § 226(h), “[a]n employee may also bring an action for injunctive relief to
15 ensure compliance with this section, and is entitled to an award of costs and reasonable attorney’s
16 fees.”

17 85. Under Labor Code § 226(h) and otherwise, Plaintiffs each seek the \$750 penalty, injunctive
18 relief in the form of an order that Defendants fully comply with their production obligations, attorney
19 fees, and costs.

20 **SEVENTH CAUSE OF ACTION**

21 **FAILURE TO PRODUCE PERSONNEL FILE**

22 **(BY ALL PLAINTIFF AGAINST ALL DEFENDANTS)**

23 86. Plaintiffs hereby incorporate by reference and re-allege as if fully stated herein all
24 previous and subsequent allegations in this complaint.

25 87. Under Labor Code § 1198.5, “[e]very current and former employee, or his or her
26 representative, has the right to inspect and receive a copy of the personnel records that the employer
27 maintains relating to the employee’s performance or to any grievance concerning the employee... not
28 later than 30 calendar days from the date the employer receives a written request...”

1 88. All Plaintiffs sent record requests to Defendants on September 5, 2023.

2 89. Defendants failed to timely produce the records they were required to under Labor Code
3 § 1198.5.

4 90. To date, Defendants have produced no records at all in response to these requests.

5 91. Under Labor Code § 1198.5(k), "...[i]f an employer fails to permit a current or former
6 employee, or his or her representative, to inspect or copy personnel records within the times specified
7 in this section, or times agreed to by mutual agreement as provided in this section, the current or
8 former employee or the Labor Commissioner may recover a penalty of seven hundred fifty dollars
9 (\$750) from the employer."

10 92. Under Labor Code § 1198.5(l), "...[a] current or former employee may also bring an action
11 for injunctive relief to obtain compliance with this section, and may recover costs and reasonable
12 attorney's fees in such an action."

13 93. Under Labor Code § 1198.5(k),(l), and otherwise, each Plaintiff seeks the \$750 penalty,
14 injunctive relief in the form of an order that Defendants fully comply with their production
15 obligations, attorney's fees, and costs.

16 **EIGHTH CAUSE OF ACTION**

17 **Violation of Labor Code § 970**

18 **By Plaintiff Christopher Schricker Against All Defendants**

19 94. Plaintiff Schricker re-alleges and incorporates by reference the foregoing and subsequent
20 allegations as though set forth herein.

21 95. Labor Code§ 970 provides in part, "No person, or agent or officer thereof, directly or
22 indirectly, shall influence, persuade, or engage any person to change from one place to another in this
23 State or from any place outside to any place within the State, or from any place within the State to any
24 place outside, for the purpose of working in any branch of labor, through or by means of knowingly
25 false representations, whether spoken, written, or advertised in printed form, concerning either:

26 (a) The kind, character, or existence of such work;

27 (b) The length of time such work will last, or the compensation therefor"

1 96. Defendants violated Labor Code Section 970 by influencing, persuading and engaging
2 Schricker in changing from Texas to California through knowingly false representations the regarding
3 the kind, character and existence of work and the length of time such work will last.

4 97. Defendants represented to Schricker that they were purchasing Fun Bike Center and that
5 Schricker would run the store if he accepted the position and moved to California. Defendants, in
6 representing to Schricker that they were purchasing the store, left no doubt that the deal would be
7 consummated, representing that it was only a matter of time for the deal to conclude. At the time
8 Defendants made the offer to Schricker, they were aware of the potential they would not acquire Fun
9 Bike Center and there would be no position there for Schricker to fill. Defendants failed to disclose
10 this fact to Schricker and instead affirmed the employment opportunity in San Diego County,
11 California

12 98. Defendants were aware Schricker would be relocating from Texas to California for the
13 purpose of accepting the employment in reliance on this offer.

14 99. Defendants knew and failed to disclose that the deal was uncertain. Thus, in addition to
15 affirmatively misrepresenting that the deal was a sure thing, Defendants also deceived Schricker by
16 omission in failing to disclose the uncertain nature of the deal.

17 100. Schricker suffered harm, including general and special damages, as a result of relocating to
18 California based on Defendants' misrepresentations.

19 101. Cal. Lab. Code § 972 provides in part:

20 "In addition to such criminal penalty, any person, or agent or officer thereof who violates any
21 provision of Section 970 is liable to the party aggrieved, in a civil action, for double damages
22 resulting from such misrepresentations. Such civil action may be brought by an aggrieved person or
23 his assigns or successors in interest, without first establishing any criminal liability."

24 102. As a result of Defendants' conduct, Schricker has incurred and will continue to incur damages
25 in an amount to be proven at trial. These damages include past and future lost income based on, *inter*
26 *alia*, the difference between Schricker's earnings before and after the move, expenses including
27 moving and travel costs incurred and the cost of housing, lost career opportunities, anxiety,
28

1 embarrassment, anger, loss of enjoyment of life, emotional distress, and all other damages he is
2 entitled to, in a sum to be proven at trial.

3 **NINTH CAUSE OF ACTION**

4 **Promissory Fraud**

5 **By Plaintiff Christopher Schricker Against All Defendants**

6 103. Plaintiff Schricker re-alleges and incorporates by reference the foregoing and subsequent
7 allegations as though set forth herein.

8 104. As alleged above, Defendants made affirmative statements intended to lead Schricker to
9 believe he was offered secure employment with Defendants in California running Fun Bike Center.

10 105. Defendants knew these representations were false at the time they made the
11 misrepresentations to Schricker, or acted in conscious disregard for the truth. The truth was
12 Defendants did not have a secure position to offer Schricker and knew there was a potential his
13 position would not be available in the event the Fun Bike Center deal were not consummated.
14 Defendants made these material misrepresentations and/or omissions to Schricker with the intent that
15 Schricker would believe and rely upon them in accepting the position in California and Schricker
16 would upend his life and move from Texas to California. Schricker, in reliance upon the
17 misrepresentations, moved from Texas to California. At the time, Schricker did not know that the
18 misrepresentations were false, but believed said representations to be true.

19 106. Schricker's reliance upon the misrepresentations was reasonable.

20 107. As a direct and proximate result of Defendants' intentional misrepresentations or
21 misrepresentations in conscious disregard for the truth, Schricker has incurred and will continue to
22 incur damages in an amount to be proven at trial. These damages include past and future lost income
23 based on, *inter alia*, the difference between Schricker's earnings before and after the move, expenses
24 including moving and travel costs incurred and the cost of housing, lost career opportunities, anxiety,
25 embarrassment, anger, loss of enjoyment of life, emotional distress, and all other damages he is
26 entitled to, in a sum to be proven at trial.

27 108. Defendants' misconduct as set forth above was fraudulent, oppressive and malicious in that it
28 was intended to deceive Schricker into leaving a well-paying job in his home city and moving from

1 Texas to California. Defendants' misconduct violates Civil Code Section 3294 and justifies an award
2 of punitive damages as against the Defendants in an amount to be determined at the time of trial.

3 **TENTH CAUSE OF ACTION**

4 **Negligent Misrepresentation**

5 **By Plaintiff Christopher Schricker Against All Defendants**

6 109. Plaintiff Schricker re-alleges and incorporates by reference the foregoing and subsequent
7 allegations as though set forth herein.

8 110. As alleged above, Defendants made affirmative statements intended to lead Schricker
9 to believe he was offered secure employment with Defendants in California running Fun Bike Center.

10 111. Defendants acted negligently in making the false representations and/or omissions of
11 material fact, which Schricker justifiably relied on.

12 112. As a direct a direct and proximate result of Defendant's negligent misrepresentations,
13 Schricker has incurred and will continue to incur damages in an amount to be proven at trial. These
14 damages include past and future lost income based on, *inter alia*, the difference between Schricker's
15 earnings before and after the move, expenses including moving and travel costs incurred and the cost
16 of housing, lost career opportunities, anxiety, embarrassment, anger, loss of enjoyment of life,
17 emotional distress, and all other damages he is entitled to, in a sum to be proven at trial.

18 **ELEVENTH CAUSE OF ACTION**

19 **Promissory Estoppel**

20 **By Plaintiff Christopher Schricker Against All Defendants**

21 113. Plaintiff Schricker re-alleges and incorporates by reference the foregoing and subsequent
22 allegations as though set forth herein.

23 114. As alleged above, Defendants made affirmative statements intended to lead Schricker to
24 believe he was offered secure employment with Defendants in California.

25 115. Plaintiff justifiably relied on Defendants' statements when he left secure and well-paying
26 employment in his home city of Austin and moved from Texas to California. Plaintiff would not have
27 left his home and job in Austin without assurances of job security running Fun Bike Center.

1 116. As a proximate result of Defendants' conduct, Schricker has incurred and will continue to
2 incur damages in an amount to be proven at trial. These damages include past and future lost income
3 based on, *inter alia*, the difference between Schricker's earnings before and after the move, expenses
4 including moving and travel costs incurred and the cost of housing, lost career opportunities, anxiety,
5 embarrassment, anger, loss of enjoyment of life, emotional distress, and all other damages he is
6 entitled to, in a sum to be proven at trial.

7 **PRAYER FOR RELIEF**

8 WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:

- 9 1. Special damages;
- 10 2. General damages;
- 11 3. Punitive damages;
- 12 4. Liquidated damages;
- 13 5. Penalties as requested throughout the complaint, including, *inter alia*, pursuant to Labor Code
14 Sections 226 and its subdivisions, 203, and 1198.5.
- 15 6. Premium pay as allowable by law including, without limitation, Lab. Code §§ 226.7 and
16 512.
- 17 7. Unpaid wages according to proof.
- 18 8. Unpaid overtime wages as allowable by law including, without limitation, Lab. Code
19 §510.
- 20 9. Restitution of unpaid wages and premium pay according to proof.
- 21 10. Interest as allowable by law including, without limitation, Lab. Code § 218.6.
- 22 11. Statutory damages and penalties where allowable by law;
- 23 12. That Plaintiffs be awarded reasonable attorneys' fees and costs where available by law,
24 including but not limited to pursuant to Lab. Code § 218.5, Lab. Code § 1194, Cal. Gov't,
25 Code § 12965, Cal. Labor Code § § 226, *et seq.*, and Cal. Code of Civil Procedure § 1021.5,
26 and/or other applicable laws; and
- 27 13. Costs;
- 28 14. Double damages under Labor Code § 972.

15. For such other and further relief as this Court may deem proper and just.

DATED: November 14, 2023

PANCER LAW CORPORATION

/s/ Ian Pancer

Ian Pancer

Attorney for PLAINTIFFS