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Attorneys for Plaintiff DIEM NGUYEN, as representative of the State of California and the Labor and Workforce Development Agency, and on behalf of himself and Aggrieved Employees

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

DIEM NGUYEN, on behalf of himself and all
other Aggrieved Employees,

Plaintiff,

v.

JT-CGS MOTORS INC. DBA HONDA OF
OAKLAND, a California Corporation;
CARDINALE GROUP INC., a California
corporation; and DOES 1-50, Inclusive,

Defendants,

Case No.

COMPLAINT

1. Civil Penalties under the Private Attorneys
General Act (PAGA)

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1 Plaintiff, DIEM NGUYEN (“Plaintiff”), as a representative of the State of California and
2 the Labor and Workforce Development Agency (LWDA), and on behalf of himself and other
3 current or former Aggrieved Employees, complains and alleges as follows:

4 **INTRODUCTION**

5 1. This is a representative action brought by Plaintiff, as a representative of the State
6 of California and the LWDA, and on behalf of himself and other Aggrieved Employees, to collect
7 civil penalties for Defendants’ Labor Code violations.

8 2. Defendants and employers, JT-CGS MOTORS INC. DBA HONDA OF
9 OAKLAND and CARDINALE GROUP INC. (collectively “Defendants”), violated numerous
10 wage and hour laws with respect to Plaintiff and other Aggrieved Employees by failing to provide,
11 for example: accurate and itemized wages statements, payment for all hours worked (including
12 regular wages and overtime), failure to provide a minimum wage, lawful meal periods, lawful
13 rest periods, timely payment during employment, failure to reimburse for expenses incurred
14 during the course and scope of employment, and payment upon separation of employment.

15 **PARTIES**

16 **The Plaintiff**

17 3. Plaintiff, DIEM NGUYEN (hereinafter, “Plaintiff”) is, and at all times herein
18 mentioned was, a resident of California, residing in San Mateo County.

19 4. Aggrieved Employees are all former and/or current non-exempt employees
20 holding various positions and employed by Defendants within California during the relevant time
21 period who were subject to at least one or more of Labor Code violations set forth in this
22 Complaint and in the PAGA Notices dated October 10, 2024 and December 2, 2024 (“Aggrieved
23 Employees”).

24 **The Defendants**

25 5. Defendant JT-CGS MOTORS INC. DBA HONDA OF OAKLAND (hereinafter,
26 “JT-CGS MOTORS”), is a California corporation doing business in California, and at all relevant
27 times mentioned herein, existing, doing business and employing individuals in the County of
28 Alameda, State of California. Plaintiff is informed and believes that JT-CGS MOTORS operates

1 at least one location in Alameda County located at 3330 Broadway Oakland, CA 94611.

2 6. Defendant CARDINALE GROUP INC. (hereinafter, "CARDINALE GROUP"),
3 is a California corporation doing business in California which, at all relevant times mentioned
4 herein, existing, doing business and employing individuals in the County of Alameda, State of
5 California. Plaintiff is informed and believes that CARDINALE GROUP operates at least one
6 location in Alameda County.

7 7. JT-CGS MOTORS and CARDINALE GROUP are collectively referred to herein
8 as "Defendants."

9 8. Plaintiff is informed and thereon alleges that Defendants exercised control over
10 Plaintiff and Aggrieved Employees' wages, hours, and/or working conditions.

11 9. The true names and capacities, whether individual, corporate, associate, or
12 otherwise of Defendants named herein as DOES 1-50, inclusive, are unknown to Plaintiff at this
13 time and therefore said Defendants are sued by such fictitious names. Plaintiff will seek leave to
14 amend this Complaint to insert the true names and capacities of said Defendants when the same
15 become known to Plaintiff. Plaintiff is informed and believes and thereupon alleges that each of
16 the fictitiously-named Defendants are responsible for the wrongful acts alleged herein and are
17 therefore liable to Plaintiff as alleged hereinafter.

18 10. Plaintiff is informed and believes, and based thereupon alleges, that at all times
19 relevant hereto, Defendants, and each of them, were the agents, employees, managing agents,
20 supervisors, conspirators, parent corporation, joint employers, successors, alter ego, and/or joint
21 ventures of the other Defendants, and each of them, and in doing the things alleged herein, were
22 acting at least in part within the course and scope of said agency, employment, conspiracy, joint
23 employment, alter ego status, and/or joint venture and with the permission and consent of each of
24 the other Defendants.

25 11. Plaintiff is informed and believes, and based thereupon alleges, that Defendants,
26 and each of them, including those Defendants named DOES 1-50, acted in concert with one
27 another to commit the wrongful acts alleged therein, and aided, abetted, incited, compelled,
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1 and/or coerced one another in the wrongful acts alleged herein, and/or attempted to do so.
2 Plaintiff is further informed and believes, and based thereupon alleges, that the Defendants, and
3 each of them, including those Defendants named as DOES 1-50, formed and executed a
4 conspiracy or common plan pursuant to which they would commit the unlawful acts alleged
5 herein, with all such acts alleged herein done as part of and pursuant to said conspiracy, intended
6 to and actually causing Plaintiff harm.

7 12. Whenever and wherever reference is made in this Complaint to any act or failure
8 to act by a defendant or co-defendant, such allegations and references shall also be deemed to
9 mean the acts and/or failures to act by each defendant acting individually, jointly and severally.

10 **JURISDICTION AND VENUE**

11 13. Venue is proper in Alameda County because Defendants either maintain their
12 locations and/or transacts business in this county, the obligations and liability primarily arise in
13 this county, and work was primarily performed by Plaintiff and other Aggrieved Employees in
14 this county.

15 14. The California Superior Court has jurisdiction over this matter. PAGA penalties
16 cannot be aggregated to meet the minimum jurisdictional amount required for diversity removal.
17 Further, there is no federal question at issue as the issues herein are based solely on California
18 statutes and law, including, but not limited to, the California Labor Code, Industrial Welfare
19 Commission Wage Orders, California Code of Civil Procedure, and California Rules of Court.

20 **GENERAL ALLEGATIONS**

21 15. Defendants are in the business of selling and leasing new and used vehicles and
22 servicing and repairing vehicles. Defendants employed Plaintiff and Aggrieved Employees in
23 California during the relevant PAGA period. Aggrieved Employees are all former and/or current
24 non-exempt employees holding various positions and employed by Defendants within California
25 during the relevant time period who were subject to at least one or more Labor Code violations
26 set forth in this Complaint and/or in the PAGA Notices dated October 10, 2024 and December 2,
27 2024.
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1 16. Plaintiff was employed by Defendants as a service advisor from approximately
2 January 2, 2023 to September 12, 2024. Plaintiff's primary job duties were to provide customer
3 service by assisting customers check in their vehicles for service, reviewing the service history of
4 vehicles, communicating with technicians and customers regarding the status of service or repairs,
5 selling service or repair recommendations to clients, and communicating with clients to pick up
6 their vehicles.

7 17. The position required Plaintiff to work more than 8 hours a day and/or 40 hours
8 per week without lawful compensation. Plaintiff and Aggrieved Employees were regularly not
9 paid for minimum wage or overtime pay for all compensable time worked, including off-the-
10 clock work. Plaintiff is informed and believes, and thereon alleges, that Defendants required
11 Plaintiff and Aggrieved Employees to assist customers even if they were off-the-clock.
12 Specifically, after clocking out at the end of his shift, Plaintiff would often be stopped by
13 customers who needed help and Plaintiff was required to assist them, even while he was off the
14 clock. Plaintiff and Aggrieved Employees were not compensated for this off-the-clock work.

15 18. Plaintiff and Aggrieved Employees were also not paid their correct overtime
16 wages at their correct regular rate of pay because Defendants failed to factor non-discretionary
17 bonuses and compensation, such as "COMM DR2", "COMM DRW", "COMMISSIO", and
18 "SPIFF" into Plaintiff and Aggrieved Employees' regular rate of pay for purposes of calculating
19 overtime.
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21 19. Plaintiff and Aggrieved Employees were subject to not having all of their
22 compensable work time recorded. Not all of Plaintiff and Aggrieved Employees' compensable
23 work time spent under the control of Defendants was accounted for and compensated.
24 Specifically, Plaintiff is informed and believes that Defendants (1) adjusted clock in and clock
25 out times to the disadvantage of Plaintiff and other Aggrieved Employees by rounding up clock-
26 in times when Plaintiff and Aggrieved Employees clocked-in before the scheduled start of their
27 respective shifts and rounded down clock-out times when Plaintiff and Aggrieved Employees
28 worked past the scheduled end time for their shifts, as well as (2) requiring Plaintiff and

1 Aggrieved Employees to continue working when ostensibly on duty-free meal periods, or
2 requiring them to return to work before the end of their thirty-minute meal periods but prohibiting
3 them from clocking back in until the legally required thirty-minute mark.

4 20. Based on information and belief, Plaintiff believes he and Aggrieved Employees
5 were also not being reimbursed for all necessary expenses incurred in the performance of their
6 job duties. Specifically, Defendants required Plaintiff and Aggrieved Employees, regardless of
7 classification, to download the cell phone application, UpdateThomas, onto their personal cell
8 phones to communicate with clients about the status of their vehicles but failed to reimburse them
9 for use of their personal cellular devices nor the consumption of their personal data plan.

10 21. Defendants failed to authorize and permit all required meal and rest periods for
11 Plaintiff and Aggrieved Employees because, upon information and belief, Defendants maintained
12 unlawful meal/rest period policies and practices. In order to curtail labor costs, Defendants
13 regularly did not staff enough employees to provide sufficient coverage to maintain their business
14 operations so Plaintiff and Aggrieved Employees could not both complete their assigned daily
15 duties and take complete, timely and uninterrupted meal and rest breaks. Defendants prioritized
16 completion of daily duties and customer satisfaction ahead of meal and rest period compliance.
17 Specifically, Plaintiff's supervisors would order Plaintiff to work through his meal break to
18 continue helping customers and the supervisors would later fix his timesheets to reflect that a
19 meal break was taken. Defendants failed to provide Plaintiff and Aggrieved Employees with an
20 additional hour of premium pay at the regular rate of pay for each meal/rest period violation, as
21 required by Labor Code section 226.7.

22 22. As a result of the violations described above, Plaintiff and Aggrieved Employees
23 experienced collateral or derivative violations. Specifically, Defendants failed to provide Plaintiff
24 and Aggrieved Employees accurate itemized wage statements in writing in compliance with
25 Labor Code section 226 and failed to compensate Plaintiff and Aggrieved Employees for all
26 wages owed at the time employment with Defendants had ended.

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1 23. Pursuant to Labor Code section 2699, subdivision (a), any provision of the Labor
2 Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its
3 departments, divisions, commissions, boards, agencies or employees for violation of the code
4 may, as an alternative, be recovered through a civil action brought by an aggrieved employee on
5 behalf of himself and other current or former employees pursuant to the procedures specified in
6 Labor Code section 2699.3.

7 24. For all provisions of the Labor Code except those for which a civil penalty is
8 specifically provided, Labor Code section 2699, subdivision (f) imposes upon Defendants a
9 penalty of one hundred dollars (\$100.00) for each Aggrieved Employee per pay period for the
10 initial violation, and two hundred dollars (\$200.00) for each Aggrieved Employee per pay period
11 for each subsequent pay period if certain conditions are met.

12 25. Defendants' conduct during the PAGA period with respect to Plaintiff and
13 Aggrieved Employees violates numerous Labor Code sections as detailed herein.

14 26. Plaintiff alleges that Defendants have engaged in a systematic pattern of wage and
15 hour violations under the California Labor Code and IWC Wage Orders.

16 27. At all relevant times herein, Defendants employed Plaintiff and Aggrieved
17 Employees who were subject to the employment policies described herein, in whole or in part,
18 and therefore suffered at least one or more of the violations set forth herein.

19 28. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
20 or should have known that Plaintiff and Aggrieved Employees were entitled to receive wages for
21 all hours worked, including the applicable minimum, regular, and overtime wages, and that they
22 were not receiving all wages earned for work that was required to be performed. In violation of
23 the Labor Code and IWC Wage Orders, Defendants failed to pay Plaintiff and Aggrieved
24 Employees for all hours worked. Accordingly, Defendants failed to pay Plaintiff and Aggrieved
25 Employees all earned minimum, regular, and/or overtime compensation.

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1 29. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
2 or should have known that Plaintiff and Aggrieved Employees were entitled to receive all required
3 meal periods or payment of one (1) additional hour of pay at Plaintiff and Aggrieved Employees'
4 regular rate of pay when they did not receive a timely, uninterrupted off-duty meal period. In
5 violation of the Labor Code and IWC Wage Orders, Defendants had a pattern, practice, and policy
6 of not providing timely meal periods. Defendants failed to pay an additional hour of pay to
7 Plaintiff and Aggrieved Employees for late meal periods. As a result of Defendants' unlawful
8 policy and practice, Plaintiff and Aggrieved Employees did not receive all meal periods or
9 payment of one (1) additional hour of pay at Plaintiff's and Aggrieved Employees' regular rate
10 of pay when they did not receive a timely, uninterrupted 30 minute off-duty meal period.

11 30. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
12 or should have known that Plaintiff and Aggrieved Employees were entitled to receive all required
13 rest periods or payment of one (1) additional hour of pay at Plaintiff and Aggrieved Employees'
14 regular rate of pay when they did not receive a timely, uninterrupted off-duty rest period. In
15 violation of the Labor Code and IWC Wage Orders, Defendants had a pattern, practice, and policy
16 of not providing timely rest periods. Defendants failed to pay an additional hour of pay to Plaintiff
17 and Aggrieved Employees for each rest period that was not provided or was interrupted. As a
18 result of Defendants' unlawful policy and practice, Plaintiff and Aggrieved Employees did not
19 receive all required rest periods or payment of one (1) additional hour of pay at Plaintiff's and
20 Aggrieved Employees' regular rate of pay when they did not receive a timely, uninterrupted 10
21 minute off-duty rest period.

22 31. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
23 or should have known that Plaintiff and certain Aggrieved Employees were entitled to timely
24 payment of wages due upon separation of employment. In violation of the Labor Code, Plaintiff
25 and certain Aggrieved Employees did not receive payment of all wages due, within permissible
26 time periods, upon separation of employment.
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1 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
2 or should have known that Plaintiff and Aggrieved Employees were entitled to receive itemized
3 wage statements that accurately showed their actual hours worked, total hours worked, number
4 of hours worked at each hourly rate, gross and net wages earned, and correct employer
5 information in accordance with California law. As a result of the wage violations specified above,
6 and in violation of the Labor Code, Plaintiff and Aggrieved Employees were not provided with
7 accurate itemized wage statements that accurately reported their gross and net wages earned, total
8 hours worked, each applicable rate of pay in effect during the pay period with the corresponding
9 number of hours worked, and the address of the legal entity that is the employer, among other
10 things.

11 33. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
12 should have known that Defendants were required to maintain accurate records of the hours
13 worked by Plaintiff and Aggrieved Employees. In violation of the Labor Code, Defendants failed
14 to maintain accurate records of hours worked by Plaintiff and Aggrieved Employees due to its
15 off-the-clock and/or unfair rounding practices, among other things.

17 **FIRST CAUSE OF ACTION**

18 **(Civil Penalties Under the Private Attorneys General Act,**

19 **Labor Code § 2699 et seq., for Violations of the Labor Code)**

20 34. Plaintiff realleges and incorporates by reference all preceding paragraphs of this
21 Complaint as if set forth in full herein.

22 35. By this Complaint, Plaintiff brings this case as a representative action seeking
23 penalties for herself, the Aggrieved Employees, and the State of California in a representative
24 capacity, as provided by the PAGA, Labor Code sections 2698 *et seq.* Plaintiff is an Aggrieved
25 Employee who was employed by Defendants and subject to at least one of the Labor Code
26 violations set forth in Labor Code section 2699.5. Plaintiff specifically alleged the following in
27 his or her notice to the LWDA and Defendants: violation of Labor Code sections 201, 202, 203,
28 204, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198

1 and 2802.

2 36. Under Labor Code section 2699.3, subdivision (a), a plaintiff may bring a cause
3 of action under PAGA only after giving the LWDA and the employer notice of the Labor Code
4 sections alleged to have been violated, and after receiving notice from the LWDA of its intention
5 not to investigate, or after 65 days have passed without notice from the LWDA.

6 37. Prior to filing this Complaint, on or about October 10, 2024 and December 2, 2024,
7 Plaintiff gave written notices of the specific provisions alleged to have been violated, including
8 the facts and theories to support the alleged violations, as required by Labor Code section 2699.3
9 to Defendants. The written notices were given via certified mail to Defendants, and the LWDA
10 by electronically filing the notices via the Department of Industrial Relations website. Plaintiff
11 was given LWDA case numbers.

12 38. The LWDA has not provided Plaintiff with any notice that it intends to investigate
13 the violations as alleged in Plaintiff's notices, and more than 65 calendar days have elapsed since
14 the postmark date on the latter notice.

15 39. California Labor Code §§2698-2699.5, in relevant part provides, "any provision
16 of this code that provides for a civil penalty to be assessed and collected by the Labor and
17 Workforce Development Agency...for a violation of this code, may, as an alternative, be
18 recovered through a civil action brought by an Aggrieved Employee on behalf of himself or
19 herself and other current or former employees pursuant to the procedures specified in Section
20 2699.3."

21 40. As an Aggrieved Employee, Plaintiff brings this civil action to recover civil
22 penalties for Defendants' Labor Code violations.

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24 **First Violation**

25 **(Failure to Provide Meal Periods, in Violation of Labor Code Section 512)**

26 41. Under California Labor Code §512(a), "An employer may not employ an
27 employee for a work period of more than five hours per day without providing the employee with
28 a meal period of not less than 30 minutes, except that if the total work period per day of the

1 employee is no more than six hours, the meal period may be waived by mutual consent of both
2 the employer and employee.”

3 42. Defendants violated Labor Code § 512 by failing to provide Plaintiff and
4 Aggrieved Employees who worked shifts of greater than five hours, uninterrupted, complete,
5 and/or timely meal periods within the first five hours of the shifts worked. Defendants,
6 furthermore, did not provide the requisite second meal period after working more than 10 hours.

7 43. Defendants failed to pay Plaintiff one (1) hour of pay at Plaintiff’s regular rate of
8 pay for each day that Defendants failed to provide a meal period in compliance with section 512.

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10 **Second Violation**

11 **(Failure to Provide Rest Periods, in Violation of Labor Code Section 226.7)**

12 44. Under California Labor Code §226.7(b), “An employer shall not require an
13 employee to work during a meal or rest or recovery period mandated pursuant to an applicable
14 statute, or applicable regulation, standard, or order of the Industrial Welfare Commission”

15 45. Industrial Welfare Commission (IWC) provides, “Every employer shall authorize
16 and permit all employees to take rest periods, which insofar as practicable shall be in the middle
17 of each work period. The authorized rest period time shall be based on the total hours worked
18 daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof.”

19 46. Defendants failed to authorize and permit Plaintiff and Aggrieved Employees to
20 take rest periods and mandated by the Wage Order.

21 47. Under §226.7(c), an employer who violates §226.7(b), “...shall pay the employee
22 one additional hour of pay at the employee’s regular rate of compensation for each workday that
23 the meal or rest or recovery period is not provided.”

24 48. Defendants failed to pay Plaintiff and Aggrieved Employees who were not
25 provided rest periods one hour of pay at their regular rate of pay.

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49. Under California Labor Code §226(a), an employer is legally obligated to provide its employees, semi-monthly or at the time of payment of wages, “an accurate itemized statement in writing...”

Fourth Violation

51. Pursuant to California Labor Code §§ 1194, 1197, and IWC Wage Orders, payment to an employee of less than the applicable minimum wage for all hours worked in a payroll period is unlawful.

Fifth Violation

53. Pursuant to California Labor Code §§ 510, 1194, and IWC Wage Orders, an employer is required to compensate employees for all overtime, which is calculated at one and one-half (1½) times the regular rate of pay for all hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first eight (8) hours on the seventh consecutive workday, with double time for all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the seventh consecutive day of work in any workweek.

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54. Plaintiff, on behalf of the State of California and the LWDA, seeks civil penalties for Defendants' Labor Code violations alleged herein, as well as attorney's fees and costs, under Labor Code § 2699.

Sixth Violation

(Failure to Timely Pay Wages During Employment)

55. Pursuant to California Labor Code § 204, for all labor performed between the 1st and 15th days of any calendar month, an employer is required to pay their employees between the 16th and 26th day of the month during which the labor was performed. California Labor Code § 204 also provides that for all labor performed between the 16th and 26th days of any calendar month, Defendants are required to pay their employees between the 1st and 15th day of the following calendar month. In addition, California Labor Code § 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday of the next regular payroll period.

56. Plaintiff, on behalf of the State of California and the LWDA, seeks civil penalties for Defendants' Labor Code violations alleged herein, as well as attorney's fees and costs, under Labor Code § 2699.

Seventh Violation

(Failure to Pay All Wages Due to Discharged and Quitting Employees)

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

58. Plaintiff, on behalf of the State of California and the LWDA, seeks civil penalties for Defendants' Labor Code violations alleged herein, as well as attorney's fees and costs, under Labor Code § 2699.

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1 **Eighth Violation**

2 **Failure to Reimburse Business Expenses in Violation of Labor Code § 2802**

3 **(Against all Defendants and DOES 1 to 50, inclusive)**

4 59. Labor Code § 2802 provides that an employer shall indemnify his or her employee
5 for all necessary expenditures or losses incurred by the employee in direct consequence of the
6 discharge of his or her duties, or of his or her obedience to the directions of the employer.

7 60. Defendants failed to indemnify and reimburse Plaintiff for all necessary
8 expenditures or losses incurred by Plaintiff in direct consequence of the discharge of Plaintiff's
9 job duties.

10 61. Pursuant to Labor Code § 2802, Plaintiff is entitled to recover business expenses
11 incurred as a result of discharging his or her duties, including interest.

12 62. Plaintiff, on behalf of the State of California and the LWDA, seeks civil penalties
13 for Defendants' Labor Code violations alleged herein, as well as attorney's fees and costs, under
14 Labor Code § 2699.

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16 **PRAYER FOR RELIEF**

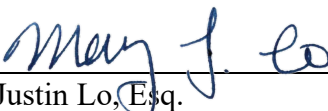
17 **WHEREFORE**, Plaintiff prays for the following relief:

- 18 1. For penalties in an amount according to proof;
19 2. For reasonable attorney's fees and costs pursuant to PAGA; and
20 3. For such other and further relief as this Court may deem just and proper.
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22 Respectfully Submitted,

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24 Dated: May 12, 2025

WORK LAWYERS PC

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Justin Lo, Esq.

May T. To, Esq.

27 Attorneys for Plaintiff DIEM NGUYEN and
28 Aggrieved Employees