

D.LAW, INC.
Emil Davtyan (SBN 299363)
emil@d.law
David Yeremian (SBN 226337)
d.yeremian@d.law
Roman Shkodnik (SBN 285152)
r.shkodnik@d.law
Mason Doidge (SBN 352604)
m.doidge@d.law
450 N Brand Blvd., Suite 840
Glendale, CA 91203
Telephone: (818) 962-6465
Facsimile: (818) 962-6469

Attorneys for Plaintiff MARIA BAES,
on behalf of herself and others similarly situated

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

MARIA BAES, on behalf of herself and
others similarly situated,

Plaintiff,

vs.

SACRAMENTO MOTORCARS LLC dba
NISSAN OF ELK GROVE, dba MAZDA OF
ELK GROVE, dba ELK GROVE CUSTOM,
and dba QUICK LUBE, a California limited
liability company; NISSAN NORTH
AMERICA, INC., a Delaware Corporation;
and DOES 1 through 50, inclusive,

Defendants.

Case No. 24CV019978

CLASS ACTION

Assigned for All Purposes To:
Hon. Jill Talley
Dept.: 23

**FIRST AMENDED CLASS
ACTION COMPLAINT FOR:**

1. Failure to Pay Minimum Wages;
2. Failure to Pay Wages and Overtime
Under Labor Code § 510;
3. Meal-Period Liability Under Labor Code §
226.7;
4. Rest-Break Liability Under Labor Code §
226.7;
5. Failure to Pay Vacation Wages;
6. Failure to Comply with Labor Code §§ 245 *et*
seq. and 246;
7. Reimbursement of Necessary Expenditures
Under Labor Code § 2802;
8. Violation of Labor Code § 226(a);
9. Failure to Keep Required Payroll
Records Under Labor Code §§ 1174 and
1174.5
10. Penalties Pursuant to Labor Code § 203; and
11. Violation of Business & Professions Code §
17200 *et seq.*
12. Penalties Pursuant to Labor Code § 2699, *et*
seq.

DEMAND FOR JURY TRIAL

1 Plaintiff MARIA BAES, (hereinafter “Plaintiff”) on behalf of herself and all others
2 similarly situated (collectively, “Employees”; individually, “Employee”) complains of
3 Defendants, and each of them, as follows:

4 INTRODUCTION

5 1. Plaintiff brings this action on behalf of herself and all current and former
6 Employees within the State of California who, at any time four (4) years prior to the filing of this
7 lawsuit, are or were employed as non-exempt, hourly employees by Defendants SACRAMENTO
8 MOTORCARS LLC dba NISSAN OF ELK GROVE, dba MAZDA OF ELK GROVE, dba ELK
9 GROVE CUSTOM, and dba QUICK LUBE, a California limited liability company; NISSAN
10 NORTH AMERICA, INC., a Delaware Corporation; and DOES 1 through 50 (all defendants
11 being collectively referred to herein as “Defendants”). Plaintiff alleges that Defendants, and each
12 of them, violated various provisions of the California Labor Code, relevant orders of the Industrial
13 Welfare Commission (IWC) and California Business & Professions Code, and seeks redress
14 therefore.

15 2. Plaintiff is a resident of California and during the time period relevant to this
16 Complaint was employed by Defendants as a non-exempt hourly employee, commissioned sales
17 consultant, and commissioned internet manager within the State of California at Defendants’
18 facilities and offices in California. Plaintiff and the other Class members worked for Defendants in
19 Sacramento County, and in other nonexempt positions, throughout California and, and
20 consistently worked at Defendants’ behest without being paid all wages due. More specifically,
21 Plaintiff and the other similarly situated Class members were employed by Defendants and
22 worked at Defendants’ offices and other facilities where the conduct giving rise to the allegations
23 in this Class Action Complaint occurred. Upon information and belief, Plaintiff was employed by
24 Defendants and (1) shared similar job duties and responsibilities, (2) was subjected to the same
25 policies and practices, and (3) endured similar violations at the hands of Defendants as the other
26 Employee Class members who served in similar and related positions.

27 3. Defendants required Plaintiff and the Employees in the Class to perform work
28 while remaining under Defendants’ control before and after being on the clock for their daily work

1 shift. Defendants further failed to accurately record time worked by Plaintiff and Employee Class
2 members by rounding hours worked to reflect scheduled shift start and end times as opposed to
3 actual hours worked. Defendants thus failed to pay Plaintiff and the Class members for all hours
4 worked and provided them with inaccurate wage statements that prevented Plaintiff and the Class
5 from learning of these unlawful pay practices. Defendants also failed to provide Plaintiff and the
6 Class with lawful meal and rest periods, as employees were not provided with the opportunity to
7 take timely, uninterrupted, and duty-free meal and rest periods as required by the Labor Code.

8 **THE PARTIES**

9 **A. The Plaintiff**

10 4. Plaintiff MARIA BAES has resided in California and during the time period
11 relevant to this Complaint was employed by Defendants as a non-exempt hourly employee, a
12 commissioned sales consultant, and a commissioned internet manager within the State of
13 California.

14 **B. The Defendants**

15 5. Defendant SACRAMENTO MOTORCARS LLC dba NISSAN OF ELK GROVE,
16 dba MAZDA OF ELK GROVE, dba ELK GROVE CUSTOM, and dba QUICK LUBE is a
17 California limited liability company with its principle executive offices in Elk Grove, California
18 and has been listed as the employer on Plaintiff's paystubs, wage statements, and personnel file
19 during the relevant time period. SACRAMENTO MOTORCARS LLC dba NISSAN OF ELK
20 GROVE, dba MAZDA OF ELK GROVE, dba ELK GROVE CUSTOM, and dba QUICK LUBE
21 lists a mailing address in Elk Grove, California with the California Secretary of State and employs
22 Plaintiff and the Class members at Defendants' offices and facilities in Elk Grove, California, and
23 throughout California and conducts business throughout California.

24 6. Defendant NISSAN NORTH AMERICA, INC. is a Delaware corporation with its
25 principle executive offices in Franklin, Tennessee and has been listed as the employer on
26 Plaintiff's wage statements during the relevant time period. NISSAN NORTH AMERICA, INC.
27 lists a mailing address in Sacramento, California with the California Secretary of State and
28 employs Plaintiff and the Class members in Sacramento County, including at Defendants' offices

1 and facilities in Elk Grove, California, and throughout California and conducts business
2 throughout California.

3 7. The true names and capacities, whether individual, corporate, associate, or
4 whatever else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently
5 unknown to Plaintiff, who therefore sues these Defendants by such fictitious names under Code of
6 Civil Procedure § 474. Plaintiff is informed and believes and thereon alleges that Defendants
7 designated herein as Does 1 through 50, inclusive, and each of them, are legally responsible in
8 some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend
9 this Complaint to reflect the true names and capacities of the Defendants designated herein as
10 Does 1 through 50 when their identities become known.

11 8. Plaintiff is informed and believes and thereon alleges that each Defendant acted in
12 all respects pertinent to this action as the agent of the other Defendants, that Defendants carried
13 out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of
14 each Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in
15 all respects as the employers or joint employers of Employees. Defendants, and each of them,
16 exercised control over the wages, hours or working conditions of Employees, or suffered or
17 permitted Employees to work, or engaged, thereby creating a common law employment
18 relationship, with Employees. Therefore, Defendants, and each of them, employed or jointly
19 employed Employees.

20 **JURISDICTION AND VENUE**

21 9. This Court has jurisdiction over this Action pursuant to California Code of Civil
22 Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought
23 as a Class Action on behalf of similarly situated Employees of Defendants pursuant to California
24 Code of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district
25 pursuant to California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the
26 obligations and liabilities giving rise to this lawsuit occurred at least in part in Sacramento County,
27 Defendants maintain and operate company offices and facilities in Sacramento County, and
28 Defendants employ Plaintiff and other Class members in Sacramento County and throughout

1 California.

2 **FACTUAL BACKGROUND**

3 10. The Employees who comprise the Class and Collective, including Plaintiff, are
4 nonexempt employees pursuant to the applicable Wage Order of the IWC. Defendants hire
5 Employees who work in nonexempt positions, commissioned sales consultant positions, and
6 commissioned internet manager positions at the direction of Defendants in the State of California.
7 Plaintiff and the Class members were either not paid by Defendants for all hours worked or were
8 not paid at the appropriate minimum, regular and overtime rates. Specifically, Plaintiff and
9 Employees were not paid for the time that they worked “pre-shift” and “post-shift” without
10 compensation by assisting customers, attending required meetings, and waiting to clock in and
11 out. Moreover, Defendants required Employees to use their personal cell phones to respond to
12 work demands outside of scheduled work hours, and Employees were not compensated for this
13 time. Plaintiff and Employees also worked non-productive time, including but not limited to
14 attending team meetings and transporting vehicles, which was not compensated at the required
15 minimum wage. Defendants also had a policy and practice of rounding all time entries to reflect
16 scheduled shift start and end times rather than paying Plaintiff and the Class members for all hours
17 and minutes they actually worked. Defendants generally rounded time entries to the detriment of
18 the Employees, and these unlawfully rounded time entries were inputted into Defendants’ payroll
19 system from which wage statements and payroll checks were created. Plaintiff also contends that
20 Defendants failed to pay Plaintiff and the Class members all wages due and owing, failed to
21 provide meal and rest breaks, and failed to furnish accurate wage statements, all in violation of
22 various provisions of the California Labor Code and applicable Wage Orders.

23 11. Employees must be paid at least the minimum wage for all hours worked under the
24 Labor Code. For Defendants to claim Plaintiff and the Class were commissioned inside sales
25 persons for exemption purposes, they must be paid at least 1.5 times the minimum wage. As
26 would be required when paying a normal hourly, non-exempt employee, Defendants cannot
27 require off the clock work and Employees must be paid for all hours worked. For commissioned
28 salespersons, this includes Defendants’ obligation to pay for all “non-productive time,” i.e. the

1 time when Plaintiff and the Class members were under Defendants' control, but were not earning
2 commissions, such as required meetings and transporting vehicles, and for time Employees should
3 have been on duty-free rest breaks. For the occasions when Plaintiff and the Class were not
4 earning commissions and were being paid at an hourly rate, there was off the clock work, as
5 discussed above. Based upon information and belief, Defendants required Class members to work
6 pay periods when they received less than all their earned commissions or all their hours worked,
7 and less than the 1.5 times the minimum wage required to support any claimed exemption.
8 Therefore, Plaintiff and the Class members are not exempt from the overtime requirements, and
9 they are owed overtime hourly rates for all hours they worked over eight in work shift and over
10 forty in a work week.

11 12. During the course of Plaintiff and the Class members' employment with
12 Defendants, they were not paid all wages they were owed, including for all work performed and
13 for all overtime hours worked and were forced to work during their meal and rest breaks.
14 Defendants also failed to maintain timekeeping records for Plaintiff that would permit her to
15 discover the nature and extent of Defendants' unlawful rounding. Additionally, Defendants paid
16 Plaintiff and Employees nondiscretionary commissions, incentive pay, and/or nondiscretionary
17 bonuses. However, upon information and belief, Defendants failed to incorporate all
18 remunerations, including nondiscretionary commissions, incentive pay, and/or nondiscretionary
19 bonuses, into the calculation of the regular rate of pay for purposes of calculating the overtime
20 wage rate. Therefore, during times when Plaintiff and Employees worked overtime and received
21 nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses, Defendants failed
22 to pay all overtime wages by paying a lower overtime rate than required.

23 13. From at least four (4) years prior to the filing of this lawsuit and continuing to the
24 present, Defendants paid Plaintiff and Employees nondiscretionary commissions, incentive pay,
25 and/or nondiscretionary bonuses. However, upon information and belief, Defendants failed to
26 incorporate all remunerations, including nondiscretionary commissions, incentive pay, and/or
27 nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating
28 sick pay. Therefore, during times when Plaintiff and Employees worked overtime and received

1 nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses, Defendants failed
2 to pay all sick pay by paying a lower overtime rate than required.

3 14. From at least four (4) years prior to the filing of this lawsuit and continuing to the
4 present, Defendants paid Plaintiff and Employees nondiscretionary commissions, incentive pay,
5 and/or nondiscretionary bonuses. However, upon information and belief, Defendants failed to
6 incorporate all remunerations, including nondiscretionary commissions, incentive pay, and/or
7 nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of
8 calculating vacation pay. Therefore, during times when Plaintiff and Employees worked overtime
9 and received nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses,
10 Defendants failed to pay all vacation pay by paying a lower overtime rate than required.

11 15. During the course of Plaintiff and Class members' employment with Defendants,
12 Defendants maintained a vacation policy containing an unlawful cap component. Specifically,
13 Defendants cap the amount of vacation time that an employee may accrue. When the cap is
14 reached, under Defendants' policy, that vacation time is not earned until the vacation time falls
15 below the cap.

16 16. As a matter of uniform Company policy, Plaintiff and the Class members were
17 required to work during their meal and rest breaks, which were not compensated by Defendants,
18 in violation of the California Labor Code. Plaintiff and the Class members were also not paid
19 regular wages and overtime for the time they were required to comply with other requirements
20 imposed upon them, which they had to complete while working through their meal and rest
21 breaks and without compensation. As a result, Plaintiff and the Class members worked shifts over
22 eight (8) hours in a day, over forty (40) hours in a work week, and on the seventh consecutive day
23 in a workweek, but they were not paid at the appropriate overtime rate for all such hours,
24 including by being required to perform work duties and tasks without pay and while off-the-
25 clock, and due to Defendants' unlawful rounding. As a result, Plaintiff and the Class members
26 worked substantial overtime hours during their employment with Defendants for which they were
27 not compensated, in violation of the California Labor Code, applicable IWC Wage Orders.

28 17. As a result of the above described unlawful rounding, the daily work demands and

1 pressures to work through breaks, and the other wage violations they endured at Defendants’
2 hands, Plaintiff and the Class members were not properly paid for all wages earned and for all
3 wages owed to them by Defendants, including when working more than eight (8) hours in any
4 given day and/or more than forty (40) hours in any given week. As a result of Defendants’
5 unlawful policies and practices, Plaintiff and Class members incurred overtime hours worked for
6 which they were not adequately and completely compensated. To the extent applicable,
7 Defendants also failed to pay Plaintiff and the Class members at an overtime rate of 1.5 times the
8 regular rate for the first eight hours of the seventh consecutive work day in a week and overtime
9 payments at the rate of 2 times the regular rate for hours worked over eight (8) on the seventh
10 consecutive work day, as required under the Labor Code, applicable IWC Wage Orders.

11 18. Therefore, from at least four (4) years prior to the filing of this lawsuit and
12 continuing to the present, Defendants had a consistent policy or practice of failing to pay
13 Employees for all hours worked and failing to pay minimum wage for all time worked as required
14 by California Law.

15 19. Additionally from at least four (4) years prior to the filing of this lawsuit and
16 continuing to the present, Defendants had a consistent policy or practice of failing to pay
17 Employees overtime compensation at premium overtime rates for all hours worked in excess of
18 eight (8) hours a day, in excess of forty (40) hours a week, and/or for the first eight hours worked
19 on the seventh consecutive day in a workweek, and double-time rates for all hours worked in
20 excess of twelve (12) hours a day or hours worked in excess of eight hours on the seventh
21 consecutive day in a work week, in violation of Labor Code § 510 and the corresponding sections
22 of IWC Wage Orders.

23 20. Additionally from at least four (4) years prior to the filing of this lawsuit and
24 continuing to the present, Defendants have regularly required Employees to work shifts in excess
25 of five (5) hours without providing them with uninterrupted meal periods of not less than thirty
26 (30) minutes and shifts in excess of ten (10) hours without providing them with second meal
27 periods of not less than thirty minutes; nor did Defendants pay Employees “premium pay,” i.e. one
28 hour of wages at each Employee’s effective regular rate of pay, for each meal period that

1 Defendants failed to provide or deficiently provided. What meal periods were provided were also
2 not duty-free due to Defendants' policy and practice of interrupting the meal breaks with work
3 demands and requiring Employees to keep work phones on during meal periods to respond to
4 emergencies and other situations. Furthermore, Defendants had a consistent policy and practice of
5 requiring Employees to sign attestations saying they received meal breaks even when they did not.

6 21. From at least four (4) years prior to the filing of this lawsuit and continuing to the
7 present, Defendants have consistently failed to provide Employees with paid rest breaks of not less
8 than ten (10) minutes for every work period of four (4) or more consecutive hours; nor did
9 Defendants pay Employees premium pay for each day on which requisite rest breaks were not
10 provided or were deficiently provided at one hour of wages at each Employee's effective regular
11 rate of pay, for each rest period that Defendants failed to provide or deficiently provided. What
12 rest breaks were provided were also not duty-free due to Defendants' policy and practice of
13 interrupting rest breaks with work demands and requiring Employees to keep work phones on
14 during rest breaks to respond to emergencies and other situations.

15 22. Additionally, from at least four (4) years prior to the filing of this lawsuit, and
16 continuing to the present, Defendants have consistently failed to provide Employees with timely,
17 accurate, and itemized wage statements as required by California wage-and-hour laws.
18 Specifically, the wage statements given to Employees by Defendants failed to accurately account
19 for wages, overtime, and premium pay for deficient meal periods and rest breaks, all of which
20 Defendants knew or reasonably should have known were owed to Employees, as alleged
21 hereinabove. The wage statements provided to Employees were confusing and required
22 Employees to engage in discovery and refer to outside sources to verify whether their pay was
23 correct, potentially resulting in a miscalculation by the Employees.

24 23. Additionally, from at least four (4) years prior to the filing of this lawsuit, and
25 continuing to the present, Defendants have consistently failed to provide Employees with timely,
26 accurate, and itemized wage statements, in writing, as required by California wage-and-hour laws.

27 24. From at least four (4) years prior to the filing of this lawsuit and continuing to the
28 present, Defendants violated Labor Code § 2802 by failing to reimburse Employees for expenses

1 necessarily incurred in the performance of their job duties for Defendants, including but not
2 limited to the cost of mileage when Employees drove personal vehicles while on the job, which
3 were necessary for Employees to perform their duties under Defendants' employ.

4 25. Additionally, from at least three (3) years prior to the filing of this lawsuit, and
5 continuing to the present, Defendants have consistently failed to keep accurate time and wage
6 records as required by California wage-and-hour laws.

7 26. Additionally, from at least four (4) years prior to filing this lawsuit and continuing
8 to the present, Defendants have had a consistent policy of failing to pay all wages fur and owed to
9 Employees at the time of their termination or within seventy-two (72) hours of their resignation, as
10 required by California wage-and-hour laws.

11 27. In light of the foregoing, Employees bring this action pursuant to, inter alia, Labor
12 Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 245 *et seq.*, 246, 510, 512, 558, 558.1,
13 1174, 1174.5, 1182.12, 1185, 1194, 1194.2 1197, 1199, 2698, 2699, *et seq.*, and 2802.

14 28. Furthermore, pursuant to Business and Professions Code §§ 17200-17208,
15 Employees seek injunctive relief, restitution, and disgorgement of all benefits Defendants have
16 enjoyed from their violations of Labor Code.

17 **CLASS ALLEGATIONS**

18 29. Plaintiff brings this class action on behalf of herself and all others similarly situated
19 pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a class defined as follows:
20 all individuals employed by Defendants within the State of California at any time within four (4)
21 years of the filing of this lawsuit.

22 30. Further, Plaintiff seeks to represent the following Subclasses composed of and
23 defined as follows:

24 a. Subclass 1. Minimum Wages Subclass. All Class members who were not
25 compensated for all hours worked for Defendants at the applicable minimum wage.

26 b. Subclass 2. Wages and Overtime Subclass. All Class members who were not
27 compensated for all hours worked for Defendants at the required rates of pay, including for all
28 hours worked in excess of eight in a day and/or forty in a week.

c. Subclass 3. Meal Period Subclass. All Class members who were subject to Defendants' policy and/or practice of failing to provide unpaid 30-minute uninterrupted and duty-free meal periods or one hour of pay at the Employee's regular rate of pay in lieu thereof.

d. Subclass 4. Rest Break Subclass. All Class members who were subject to Defendants' policy and/or practice of failing to authorize and permit Employees to take uninterrupted, duty-free, 10-minute rest periods for every four hours worked, or major fraction thereof, and failing to pay one hour of pay at the Employee's regular rate of pay in lieu thereof.

e. Subclass 5. Vacation Wages Subclass. All Class members who were not compensated at the Employee's regular rate of pay for their vacation wages.

f. Subclass 6. Sick Pay Subclass. All Class members who were not compensated at the Employee's regular rate of pay for their sick pay wages.

g. Subclass 7. Failure to Reimburse for Necessary Business Expenditures Subclass. All Class members who were subject to Defendants' failure to reimburse for expenses necessarily incurred in the performance of Employees job duties for Defendants.

h. Subclass 8. Wage Statement Subclass. All Class members who, within the applicable limitations period, were not provided with accurate itemized wage statements.

i. Subclass 9. Payroll Records Subclass. All Class members who were subject to Defendants' policy and/or practice of failing to keep accurate time and wage records as required by California wage-and-hour laws.

j. Subclass 10. Termination Pay Subclass. All Class members who, within the applicable limitations period, either voluntarily or involuntarily separated from their employment and were subject to Defendants' policy and/or practice of failing to timely pay wages upon termination.

k. Subclass 11. UCL Subclass. All Class members who are owed restitution as a result of Defendants' business acts and practices, to the extent such acts and practices are found to be unlawful, deceptive, and/or unfair.

31. Plaintiff reserves the right under California Rule of Court 3.765 to amend or modify the class description with greater particularity or further division into subclasses or

1 limitation to particular issues.

2 32. This action has been brought and may properly be maintained as a class action
3 under the provisions of Code of Civil Procedure § 382 because there is a well-defined community
4 of interest in litigation and proposed class is easily ascertainable.

5 **A. Numerosity**

6 33. The potential members of the class as defined are so numerous that joinder of all
7 the member of the class is impracticable. While the precise number of class members has not been
8 determined at this time, Plaintiff is informed and believes that Defendants employ or, during the
9 time period relevant to this lawsuit, employed more than 100 individuals within the State of
10 California.

11 34. Accounting for employee turnover during the relevant time period increases this
12 number substantially. Plaintiff alleges that Defendants' employment records will provide
13 information as to the number and location of all class members.

14 **B. Commonality**

15 35. There are questions of law and fact common to the class that predominate over any
16 questions affecting only individual class members. These common questions of law and fact
17 include:

- 18 a. Whether Defendants failed to pay Employees minimum wages;
- 19 b. Whether Defendants failed to pay Employees wages for all hours worked;
- 20 c. Whether Defendants failed to pay Employees overtime as required under Labor
21 Code § 510;
- 22 d. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable
23 IWC Wage Orders, by failing to provide Employees with requisite meal periods or
24 premium pay in lieu thereof;
- 25 e. Whether Defendants violated Labor Code § 226.7, and the applicable IWC Wage
26 Orders, by failing to provide Employees with requisite rest breaks or premium pay
27 in lieu thereof;
- 28 f. Whether Defendants failed to pay Employees vacation wages as required under

Labor Code § 227.3;

- g. Whether Defendants failed to pay Employees sick pay as required under Labor Code § 245;
- h. Whether Defendants failed to reimburse Employees for necessary business expenses;
- i. Whether Defendants violated Labor Code § 226(a);
- j. Whether Defendants violated Labor Code §§ 1174 and 1174.5;
- k. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay wages and compensation due and owing at the time of termination of employment;
- l. Whether Defendants are liable for penalties under Labor Code § 2699, *et seq.*;
- m. Whether Defendants violated Business and Professions Code § 17200 *et seq.*; and
- n. Whether Employees are entitled to equitable relief pursuant to Business and Professions Code § 17200 *et seq.*

C. Typicality

36. The claims of the named plaintiff are typical of those of the other Employees. Employees all sustained injuries and damages arising out of and caused by Defendants' common course of conduct in violation of statutes, as well as regulations that have the force and effect of law, as alleged herein.

D. Adequacy of Representation

37. Plaintiff will fairly and adequately represent and protect the interest of Employees. Counsel who represents Employees are experienced and competent in litigating employment class actions.

E. Superiority of Class Action

38. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Employees is not practicable, and questions of law and fact common to all Employees predominate over any questions affecting only individual Employees. Each Employee has been damaged and is entitled to recovery by reason of Defendants' illegal policies or practices of failing to compensate Employees properly.

1 39. Class action treatment will allow those persons similarly situated to litigate their
2 claims in the manner that is most efficient and economical for the parties and the judicial system.
3 Plaintiff is unaware of any difficulties in managing this case that should preclude class action.

4 **FIRST CAUSE OF ACTION**

5 **FAILURE TO PAY MINIMUM WAGES**

6 **(Against All Defendants)**

7 40. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
8 full herein.

9 41. Defendants failed to pay Employees minimum wages for all hours worked.
10 Defendants had a consistent policy of misstating Employees time records and failing to pay
11 Employees for all hours worked. Employees would work hours and not receive wages, including
12 as alleged above in connection with working during meal breaks, rounding of timekeeping
13 entries, and working “pre-shift” and “post-shift” without compensation by assisting customers,
14 attending required meetings, and waiting to clock in and out. Plaintiff and Class members were
15 also not paid for the time that they spent answering work-related phone calls and texts while off-
16 the-clock. Additionally, Defendants had a consistent policy of failing to pay Employees for hours
17 worked during alleged meal periods for which Employees were consistently denied, as also
18 addressed herein. Defendants have also intentionally and improperly rounded, changed, adjusted,
19 and/or modified Employee hours, while benefiting Defendants. Defendants thus regularly failed
20 to pay minimum wages to Plaintiff and Class members, including by unlawful rounding to their
21 detriment. Moreover, Defendants did not pay Plaintiff and Employees at the applicable minimum
22 wage for all hours worked. Defendants’ uniform pattern of unlawful wage and hour practices
23 manifested, without limitation, applicable to the Class as a whole, as a result of implementing a
24 uniform policy and practice that denied accurate compensation to Plaintiff and the other members
25 of the Class as to minimum wage pay.

26 42. Defendants’ policy was to allegedly pay Employees a minimum wage for all their
27 hours worked in the event they earned no commissions in a pay period, but when Employees did
28 not earn commissions in a pay period, Defendants failed to compensate for all hours worked and

1 at the applicable hourly rates, including by failing to record and pay for all hours worked. When
2 Employees did earn commissions in a pay period, Defendants failed to pay all wages due and
3 owing for all non-productive time when Employees are not earning commissions, including
4 mandatory meetings, transporting vehicles, and rest break time.

5 43. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage"
6 states:

7 The minimum wage for employees fixed by the commission is the
8 minimum wage to be paid to employees, and the payment of a less
9 wage than the minimum so fixed is unlawful.

10 44. The applicable minimum wages fixed by the commission for work during the
11 relevant period is found in the Wage Orders. Pursuant to the Wage Orders, Employees are
12 therefore entitled to double the minimum wage during the relevant period.

13 45. The minimum wage provisions of California Labor Code are enforceable by private
14 civil action pursuant to California Labor Code § 1194(a) which states:

15 Notwithstanding any agreement to work for a lesser wage, any
16 employee receiving less than the legal minimum wage or the legal
17 overtime compensation applicable to the employee is entitled to
18 recover in a civil action the unpaid balance of the full amount of
19 this minimum wage or overtime compensation, including interest
20 thereon, reasonable attorney's fees and costs of suit.

21 46. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
22 incorporates the applicable Wage Order of the California Industrial Welfare Commission.

23 47. California Labor Code § 1194.2 also provides for the following remedies:

24 In any action under Section 1194 . . . to recover wages because of
25 the payment of a wage less than the minimum wages fixed by an
26 order of the commission, an employee shall be entitled to recover
27 liquidated damages in an amount equal to the wages unlawfully
28 unpaid and interest thereon.

48. Defendants have the ability to pay minimum wages for all time worked and have
willfully refused to pay such wages with the intent to secure for Defendants a discount upon this
indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Employees.

49. Wherefore, Employees are entitled to recover the unpaid minimum wages
(including double minimum wages), liquidated damages in an amount equal to the minimum

wages unlawfully unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant to California Labor Code § 1194(a).

SECOND CAUSE OF ACTION

FAILURE TO PAY WAGES AND OVERTIME UNDER LABOR CODE § 510

(Against All Defendants)

50. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

51. By their conduct, as set forth herein, Defendants violated California Labor Code § 510 (and the relevant orders of the Industrial Welfare Commission) by failing to pay Employees: (a) time and one-half their regular hourly rates for hours worked in excess of eight (8) hours in a workday or in excess of forty (40) hours in any workweek or for the first eight (8) hours worked on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours worked in excess of twelve (12) hours in any one (1) day or for hours worked in excess of eight (8) hours on any seventh day of work in a workweek. Defendants had a consistent policy of not paying Employees wages for all hours worked including time off the clock working "pre-shift" and "post-shift" without compensation by assisting customers, attending required meetings, and waiting to clock in and out. Plaintiff and Class members were also not paid for the time that they spent answering work-related phone calls and texts while off-the-clock. Employees regularly worked over 8 hours on a given day, over 40 hours in a given week, or seven consecutive days in a workweek without receiving overtime compensation. Employees would also work non-productive time, including but not limited to mandatory meetings, transporting vehicles, and rest time. Defendants failed to compensate for this non-productive time and as a result, Employees regularly worked over 8 hours on a given day without receiving overtime compensation.

52. Furthermore, on information and belief, Defendants did not pay Plaintiff and Employees the correct overtime rate for the recorded overtime hours that they generated. In addition to an hourly wage, Defendants paid Plaintiff and Employees nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses. However, upon information and belief, Defendants failed to incorporate all remunerations, including nondiscretionary

1 commissions, incentive pay, and/or nondiscretionary bonuses, into the calculation of the regular
2 rate of pay for purposes of calculating the overtime wage rate.

3 53. Therefore, during times when Plaintiff and Employees worked overtime and
4 received nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses,
5 Defendants failed to pay all overtime wages by paying a lower overtime rate than required.

6 54. To whatever extent Defendants argue their wage payments satisfied the minimum
7 and overtime requirements, this cannot excuse Defendants' requirement to pay all Class members
8 for all hours worked in the pay period. As discussed above, Defendants failed to record all hours
9 worked and failed to pay for all hours worked, including non-productive time and rest breaks.

10 55. Defendants' failure to pay compensation in a timely fashion also constituted a
11 violation of California Labor Code § 204, which requires that all wages shall be paid
12 semimonthly. From four (4) years prior to the filing of this lawsuit to the present, in direct
13 violation of that provision of the California Labor Code, Defendants have failed to pay all wages
14 and overtime compensation earned by Employees. Each such failure to make a timely payment of
15 compensation to Employees constitutes a separate violation of California Labor Code § 204.

16 56. Employees have been damaged by these violations of California Labor Code §§
17 204 and 510 (and the relevant orders of the Industrial Welfare Commission).

18 57. Consequently, pursuant to California Labor Code §§ 204, 510, and 1194 (and the
19 relevant orders of the Industrial Welfare Commission), Defendants are liable to Employees for
20 the full amount of all their unpaid wages and overtime compensation, with interest, plus their
21 reasonable attorneys' fees and costs.

22 **THIRD CAUSE OF ACTION**

23 **MEAL-PERIOD LIABILITY UNDER LABOR CODE § 226.7**

24 **(Against All Defendants)**

25 58. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
26 full herein.

27 59. Employees regularly worked shifts greater than five (5) hours and greater than ten
28 (10) hours. Pursuant to Labor Code § 512 an employer may not employ someone for a shift of

1 more than five (5) hours without providing him or her with a meal period of not less than thirty
2 (30) minutes or for a shift of more than ten (10) hours without providing him or her with a second
3 meal period of not less than thirty (30) minutes.

4 60. Defendants failed to provide Employees with meal periods as required under the
5 Labor Code. Employees were consistently required to work through their meal periods which they
6 were consistently denied. Employees were also required to take meal periods after working well
7 beyond the five (5) hour shifts. In addition, Defendants had a consistent policy and practice of
8 rounding time entries to reflect scheduled meal period times rather than recording the times meal
9 periods were actually taken, and such rounding was done to the detriment of Employees in that it
10 resulted in timekeeping entries that did not account for all of the hours and minutes actually
11 worked by Employees. What meal periods were provided were also not duty-free due to
12 Defendants' policy and practice of interrupting the meal breaks with work demands and requiring
13 Employees to keep work phones on during meal periods to respond to emergencies and other
14 situations. Furthermore, Employees were regularly required to work for more than 10 hours in a
15 given shift without receiving a second uninterrupted thirty (30) minute meal period as required by
16 law. Defendants also had a consistent policy and practice of requiring Employees to sign
17 attestations saying they received meal breaks even when they did not.

18 61. Moreover, Defendants failed to compensate Employees for each meal period not
19 provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and
20 20 of the applicable IWC Wage Orders, which provide that, if an employer fails to provide an
21 employee a meal period in accordance with this section, the employer shall pay the employee one
22 hour of pay at the employee's regular rate of compensation for each workday that the meal period
23 is not provided. Defendants failed to compensate the Employees in the Class for each meal period
24 not provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11
25 and 20 of the applicable IWC Wage Order. Additionally, as detailed above, when Defendants did
26 pay meal period premiums, they did so at the normal regular rate of pay without factoring in all
27 forms or remuneration/compensation or by otherwise incorrectly calculating the regular rate.

28 62. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in

1 an amount equal to one (1) hour of wages at their effective hourly rates of pay for each meal
2 period not provided or deficiently provided, a sum to be proven at trial.

3 **FOURTH CAUSE OF ACTION**

4 **REST-BREAK LIABILITY UNDER LABOR CODE § 226.7**

5 **(Against All Defendants)**

6 63. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
7 full herein.

8 64. Employees consistently worked consecutive four (4) hour shifts. Pursuant to the
9 Labor Code and the applicable IWC Wage Order, Employees were entitled to paid rest breaks of
10 not less than ten (10) minutes for each consecutive four (4) hour shift.

11 65. Defendants failed to provide Employees with timely rest breaks of not less than ten
12 (10) minutes for each consecutive four (4) hour shift. What rest breaks were provided were also
13 not duty-free due to Defendants' policy and practice of interrupting rest breaks with work
14 demands and requiring Employees to keep work phones on during rest breaks to respond to
15 emergencies and other situations.

16 66. Moreover, Defendants failed to compensate Employees for each rest period not
17 provided or inadequately provided, as required under Labor Code § 226.7 and the applicable IWC
18 Wage Orders, which provide that, if an employer fails to provide an employee a rest period in
19 accordance with this section, the employer shall pay the employee one hour of pay at the
20 employee's regular rate of compensation for each workday that the rest period is not provided.
21 Defendants failed to compensate the Employees in the Class for each rest period not provided or
22 inadequately provided, as required under Labor Code § 226.7 and the applicable IWC Wage
23 Order. Additionally, as detailed above, when Defendants did pay rest period premiums, they did
24 so at the normal regular rate of pay without factoring in all forms or remuneration/compensation
25 or by otherwise incorrectly calculating the regular rate.

26 67. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in
27 an amount equal to one (1) hour of wages at their effective hourly rates of pay for each day
28 worked without the required rest breaks, a sum to be proven at trial.

FIFTH CAUSE OF ACTION
FAILURE TO PAY VACATION WAGES
(Against All Defendants)

68. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

69. Pursuant to California Labor Code § 227.3, whenever a contract of employment or employment policy provides for paid vacation and an employee is terminated without having taken off her vested vacation time, all vested vacation shall be paid to her as wages at her final rate in accordance with said contract of employment or policy respecting eligibility or time served.

70. Defendants paid nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses to Employees but Defendants failed to include these forms of remuneration in the regular rate of pay upon which vacation wages were calculated and paid.

71. Defendants' vacation policy contains an impermissible cap on vacation time in violation of Labor Code § 227.3. Specifically, Defendants cap the amount of vacation time that an employee may have. When the cap is reached, Defendants' policy is that vacation time is not earned until the vacation time for Employees falls below the cap.

72. Therefore, Plaintiff and Employees seek to recover penalties pursuant to Labor Code § 227.3.

SIXTH CAUSE OF ACTION
FAILURE TO COMPLY WITH LABOR CODE §§ 245 *ET SEQ.* AND 246
(Against All Defendants)

73. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

74. California Labor Code § 245 *et seq.* requires that Defendants provide paid sick time to Employees, including at the amount, terms, and rate of compensation set forth in said law. At times relevant, Defendants have failed compute the amount due for paid sick time in conformance with the pay calculation under California Labor Code § 246(l).

75. Defendants paid nondiscretionary commissions, incentive pay, and/or

1 nondiscretionary bonuses to Employees but Defendants failed to include these forms of
2 remuneration in the regular rate of pay upon which sick pay was calculated and paid. Rather than
3 calculating the amount of paid sick time due when sick time is used according to the requirements
4 set forth in California Labor Code § 246(1), Defendants paid sick leave to Employees at a lower
5 rate, in violation of the law.

6 76. Therefore, Plaintiff and Employees seek to recover penalties pursuant to Labor
7 Code §§ 245 *et seq.* and 246.

8 **SEVENTH CAUSE OF ACTION**
9 **FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENDITURES**
10 **IN VIOLATION OF LABOR CODE § 2802**
11 **(Against All Defendants)**

12 77. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
13 full herein.

14 78. Under Labor Code § 2802(a), an employer must indemnify its employees for all
15 necessary expenditures or losses incurred by the employee in direct consequence of the discharge
16 of his or her duties, or of his or her obedience to the directions of the employer.

17 79. Employees incurred necessary expenditures in the performance of their job duties
18 for Defendants, including but not limited to the cost of mileage when Employees drove personal
19 vehicles while on the job, which were necessary for Employees to perform their duties under
20 Defendants' employ. From four (4) years prior to the original filing of this lawsuit and continuing
21 to the present, Defendants consistently failed to reimburse Employees for these necessarily
22 incurred business expenses.

23 80. As a result of the unlawful acts of Defendants, Employees have been deprived of
24 reimbursement in amounts to be determined at trial; they are entitled to recovery of such amounts,
25 plus interest and penalties thereon, attorneys' fees, and costs.

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27 ///

28 ///

EIGHTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 226(a)
(Against All Defendants)

81. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

82. California Labor Code § 226(a) requires an employer to furnish each of his or her employees with an accurate, itemized statement in writing showing the gross and net earnings, total hours worked, and the corresponding number of hours worked at each hourly rate; these statements must be appended to the detachable part of the check, draft, voucher, or whatever else serves to pay the employee's wages; or, if wages are paid by cash or personal check, these statements may be given to the employee separately from the payment of wages; in either case the employer must give the employee these statements twice a month or each time wages are paid.

83. Defendants failed to provide Employees with accurate itemized wage statements in writing, as required by the Labor Code. Specifically, the wage statements given to Employees, by Defendants, failed to accurately account for total hours worked, wages, overtime, and premium pay for deficient meal periods and rest breaks, and reflected incorrect hours worked due to the rounding of timekeeping entries all of which Defendants knew or reasonably should have known were owed to Employees, as alleged hereinabove. Additionally, Defendants failed in their affirmative obligation to keep accurate records of the correct overtime wages based on proper regular rate calculations that included nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses earned, and the total amount of compensation of their Employees. The wage statements provided to Employees were confusing and required Employees to engage in discovery and refer to outside sources to verify whether their pay was correct, potentially resulting in a miscalculation by the Employees.

84. As a direct and proximate cause of Defendants' violation of Labor Code § 226(a), Employees suffered injuries, including among other things confusion over whether they received all wages owed them, the difficulty and expense involved in reconstructing pay records, and forcing them to make mathematical computations to analyze whether the wages paid in fact

1 compensated them correctly for all hours worked.

2 85. Pursuant to Labor Code §§ 226(a) and 226(e), Employees are entitled to recover
3 the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
4 occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not
5 exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an
6 award of costs and reasonable attorneys' fees.

7 86. With respect to violations of Labor Code § 226, Labor Code § 226.3 imposes a
8 civil penalty of two hundred and fifty dollars (\$250) for initial violations for each employee for
9 each pay period, and one thousand dollars (\$1000) for each subsequent violation for each
10 employee for each pay period.

11 87. Plaintiff is seeking penalties against Defendants under Labor Code § 226.3, and
12 any other applicable statute allowing recovery of penalties as alleged herein in an amount to be
13 shown according to proof.

14 **NINTH CAUSE OF ACTION**

15 **FAILURE TO KEEP REQUIRED PAYROLL RECORDS UNDER LABOR CODE § 1174**

16 **AND 1174.5**

17 **(Against All Defendants)**

18 88. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
19 full herein.

20 89. California Labor Code § 1174 requires that all employers shall keep accurate time
21 and wage records for all employees. California Labor Code § 1174.5 further requires that any
22 employee suffering injury due to a willful violation of the aforementioned obligations may seek
23 damages, including civil penalties, from the employer.

24 90. During the course of Plaintiff's and Employees' employment, Defendants
25 consistently failed to maintain accurate time and wage records for Plaintiff and Employees as
26 required by California Labor Code § 1174 by failing to pay Plaintiff and Employees proper wages,
27 overtime, and premium pay as discussed above.

28 91. Accordingly, Defendants are liable for civil penalties pursuant to the California

1 Labor Code § 1174.5. for the three (3) years prior to the filing of this Complaint.

2 **TENTH CAUSE OF ACTION**

3 **VIOLATION OF LABOR CODE § 203**

4 **(Against All Defendants)**

5 92. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
6 full herein.

7 93. Numerous Employees are no longer employed by Defendants; they either quit
8 Defendants' employ or were fired therefrom.

9 94. Defendants failed to pay these Employees all wages due and certain at the time of
10 termination or within seventy-two (72) hours of resignation.

11 95. The wages withheld from these Employees by Defendants remained due and owing
12 for more than thirty (30) days from the date of separation of employment.

13 96. Defendants' failure to pay wages, as alleged above, was willful in that Defendants
14 knew wages to be due but failed to pay them; this violation entitles these Employees to penalties
15 under Labor Code § 203, which provides that an employee's wages shall continue until paid for up
16 to thirty (30) days from the date they were due.

17 **ELEVENTH CAUSE OF ACTION**

18 **VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 *ET SEQ.***

19 **(Against All Defendants)**

20 97. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
21 full herein.

22 98. Plaintiff, on behalf of herself, Employees, and the general public, brings this claim
23 pursuant to Business & Professions Code § 17200 *et seq.* The conduct of Defendants as alleged in
24 this Complaint has been and continues to be unfair, unlawful, and harmful to Employees and the
25 general public. Plaintiff seeks to enforce important rights affecting the public interest within the
26 meaning of Code of Civil Procedure § 1021.5.

27 99. Plaintiff is a "person" within the meaning of Business & Professions Code
28 § 17204, has suffered injury, and therefore has standing to bring this cause of action for injunctive

1 relief, restitution, and other appropriate equitable relief.

2 100. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair
3 business practices.

4 101. Wage-and-hour laws express fundamental public policies. Paying employees their
5 wages and overtime, providing them with meal and rest periods, etc., are fundamental public
6 policies of California. Labor Code § 90.5(a) articulates the public policies of this State vigorously
7 to enforce minimum labor standards, to ensure that employees are not required or permitted to
8 work under substandard and unlawful conditions, and to protect law-abiding employers and their
9 employees from competitors who lower costs to themselves by failing to comply with minimum
10 labor standards.

11 102. Defendants have violated statutes and public policies. Through the conduct alleged
12 in this Complaint, Defendants have acted contrary to these public policies, have violated specific
13 provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in
14 violation of Business & Professions Code § 17200 *et seq.* Defendants' conduct has deprived
15 Plaintiff, and all persons similarly situated, and all interested persons, of the rights, benefits, and
16 privileges guaranteed to all employees under the law.

17 103. Defendants' conduct, as alleged hereinabove, constitutes unfair competition in
18 violation of the Business & Professions Code § 17200 *et seq.*

19 104. Defendants, by engaging in the conduct herein alleged, by failing to pay wages and
20 overtime, failing to provide meal and rest periods, etc., either knew or in the exercise of reasonable
21 care should have known that their conduct was unlawful; therefore their conduct violates the
22 Business & Professions Code § 17200 *et seq.*

23 105. As a proximate result of the above-mentioned acts of Defendants, Employees have
24 been damaged, in a sum to be proven at trial.

25 106. Unless restrained by this Court, Defendants will continue to engage in such
26 unlawful conduct as alleged above. Pursuant to the Business & Professions Code, this Court
27 should make such orders or judgments, including the appointment of a receiver, as may be
28 necessary to prevent the use by Defendants or their agents or employees of any unlawful or

1 deceptive practice prohibited by the Business & Professions Code, including but not limited to the
2 disgorgement of such profits as may be necessary to restore Employees to the money Defendants
3 have unlawfully failed to pay.

4 **TWELFTH CAUSE OF ACTION**

5 **PENALTIES PURSUANT TO LABOR CODE § 2699, *ET SEQ.***

6 **(Against All Defendants)**

7 107. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
8 full herein.

9 108. Plaintiff and Employees are aggrieved employees as defined under Labor Code §
10 2699(c) in that they suffered the violations alleged in this Complaint and were employed by the
11 alleged violators, Defendants.

12 109. Plaintiff seeks penalties under Labor Code §§ 2698 and 2699 for Defendants'
13 violation of all Labor Code provisions included under Labor Code § 2699.5 and includes the
14 penalty provisions, without limitation, based on the following California Labor Code sections:
15 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 245 *et seq.*, 246, 510, 512, 558, 558.1, 1174,
16 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.* and 2802.

17 110. The penalties shall be allocated as follows: 65% to the Labor and Workforce
18 Development Agency (LWDA) and 35% to the affected employee.

19 111. Employees also seek any and all penalties and remedies set forth in Labor Code §
20 558, which states:

21 112. Labor Code § 226.3 provides that “[a]ny employer who violates subdivision (a) of
22 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
23 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee
24 for each violation in a subsequent citation, for which the employer fails to provide the employee a
25 wage deduction statement or fails to keep the required in subdivision (a) of Section 226.” To the
26 extent that Labor Code § 226.3 applies, Plaintiff and Employees also seeks such penalties on.

27 113. Plaintiff has exhausted her administrative remedy by sending a certified letter to the
28 LWDA and Defendants postmarked October 2, 2024. The LWDA has not provided notice of its

1 intent to investigate the alleged violations withing 65 calendar days of the postmark date of the
2 letters.

3 **RELIEF REQUESTED**

4 WHEREFORE, Plaintiff prays for the following relief:

- 5 1. For an order certifying this action as a class action;
- 6 2. For compensatory damages in the amount of the unpaid minimum wages for work
7 performed by Employees and unpaid overtime compensation from at least four (4) years prior to
8 the filing of this action, as may be proven;
- 9 3. For liquidated damages in the amount equal to the unpaid minimum wage and
10 interest thereon, from at least four (4) years prior to the filing of this action, according to proof;
- 11 4. For compensatory damages in the amount of the hourly wage made by Employees
12 for each missed or deficient meal period where no premium pay was paid therefor from four (4)
13 years prior to the filing of this action, as may be proven;
- 14 5. For compensatory damages in the amount of the hourly wage made by Employees
15 for each day requisite rest breaks were not provided or were deficiently provided and where no
16 premium pay was paid therefor from at least four (4) years prior to the filing of this action, as may
17 be proven;
- 18 6. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;
- 19 7. For penalties pursuant to Labor Code § 226.3, as may be proven;
- 20 8. For penalties pursuant to Labor Code § 227.3, as may be proven;
- 21 9. For penalties pursuant to Labor Code §§ 245 and 246, as may be proven;
- 22 10. For penalties pursuant to Labor Code § 203 for all Employees who quit or were
23 fired in an amount equal to their daily wage times thirty (30) days, as may be proven;
- 24 11. For penalties pursuant to Labor Code § 1174.5, as may be proven;
- 25 12. For restitution for unfair competition pursuant to Business & Professions Code
26 § 17200 *et seq.*, including disgorgement or profits, as may be proven;
- 27 13. For compensatory damages in the amount of all previously unreimbursed business
28 expenditures necessarily incurred by Employees in the discharge of their job duties for Defendants

1 from four (4) years prior to the original filing of this action, as may be proven;

2 14. For penalties pursuant to Labor Code § 2699, *et seq.*, as may be proven;

3 15. For an order enjoining Defendants and their agents, servants, and employees, and
4 all persons acting under, in concert with, or for them, from acting in derogation of any rights or
5 duties adumbrated in this Complaint;

6 16. For all general, special, and incidental damages as may be proven;

7 17. For an award of pre-judgment and post-judgment interest;

8 18. For an award providing for the payment of the costs of this suit;

9 19. For an award of attorneys' fees; and

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

11
12 DATED: December 6, 2024

D.LAW, INC.

13
14 By 

15 David Yerejian
16 Roman Shkodnik
17 Mason Doidge
18 Attorneys for Plaintiff
19 MARIA BAES
20 and the putative class
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28

DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial of her claims by jury to the extent authorized by law.

DATED: December 6, 2024

D.LAW, INC.

By



David Yerehman
Roman Shkodnik
Mason Doidge
Attorneys for Plaintiff
MARIA BAES
and the putative class

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I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is 450 N Brand Blvd., Suite 840, Glendale, CA 91203.

David Swzarczstejn
dszwarczstejn@mcguirewoods.com
 Peter N. Farley
pfarley@mcguirewoods.com
 Bret G. Daniel
bdaniel@mcguirewoods.com
McGUIRE WOODS LLP
 1800 Century Park East, 8th Floor
 Los Angeles, CA 90067

SACRAMENTO MOTORCARS LLC
dba NISSAN OF ELK GROVE,
dba MAZDA OF ELK GROVE,
dba ELK GROVE CUSTOM, and dba QUICK LUBE
 John M. Driebe, Agent for Service
 8590 Laguna Grove Dr.
 Elk Grove, CA 95757

[] (BY ELECTRONIC SERVICE VIA CASE ANYWHERE) Based on a court order, I caused the above-entitled document(s) to be served through Case Anywhere at www.caseanywhere.com addressed to all parties appearing on the electronic service list for the above-entitled case. The service transmission was reported as complete and a copy of the Case Anywhere Filing Receipt Page/Confirmation will be filed, deposited, or maintained with the original document(s) in this office.

Natalia Bermudes
Natalia Bermudes