

1 ADAM ROSE (210880)
2 adam@starrlaw.com
3 LAW OFFICE OF ROBERT STARR
4 23901 Calabasas Rd., #2072 Calabasas, CA 91302
5 Telephone: (818) 225-9040
6 FAX: (818) 225-9042

7 HAROLD LICHTEN (*pro hac vice*)
8 OLENA SAVYTSKA (*pro hac vice*)
9 hlichten@llrlaw.com, osavytska@llrlaw.com
10 LICHTEN & LISS-RIORDAN, P.C.
11 729 Boylston Street, Suite 2000
12 Boston, MA 02116
13 (617) 994-5800

9 UNITED STATES DISTRICT COURT
10 CENTRAL DISTRICT OF CALIFORNIA

11 BRADLEY WESTERHOFF,
12 MATTHIAS IDEMUNDIA, KENNETH
13 SNYDER, GREGORY GARRAHAN,
14 BRIAN GREEN, CHRISTEN PLATZER,
15 STEPHEN PUNAK, and
16 SUNIL SARVEPALLI,

17 Plaintiffs,

18 v.

19 LANDX MOTORS, INC., STEPHEN BURNS,
20 AND DUANE HUGHES,

21 Defendants.

Case No. 8:24-cv-02193-HDV-DFM

SECOND AMENDED COMPLAINT

1. Minimum Wage Violation
2. Overtime Violation
3. Waiting Time Penalties
4. Wage Statement Penalties
5. Unfair Competition Law
6. PAGA Penalties

1 **I. INTRODUCTION**

2 1. This action is brought by Bradley Westerhoff (“Westerhoff”), Matthias Idemundia
3 (“Idemundia”), Kenneth Snyder (“Snyder”), Gregory Garrahan (“Garrahan”), Brian Green
4 (“Green”), Christen Platzer (“Platzer”), Stephen Punak (“Punak”) and Sunil Sarvepalli
5 (“Sarvepalli”) (collectively “Plaintiffs”), who have worked for LandX Motors Inc. (“LandX”) as
6 software engineers.

7 2. Plaintiffs worked for LandX out of its offices in Irvine and Lake Forest. Beginning
8 around the time Plaintiffs were hired in late 2023, they primarily worked out of LandX’s Irvine
9 office located at 9451 Toledo Way, Irvine, CA, 92618. Around February 2024, LandX relocated
10 its Irvine office to neighboring Lake Forest, at which point Plaintiffs primarily worked out of
11 LandX’s Lake Forest office located at 28 Rancho Circle, Lake Forest, CA, 92630.

12 3. On or about May 5, 2024, Plaintiffs were informed by LandX that their pay would be
13 reduced by 50% for the previous pay period, which covered approximately April 14 to April 27,
14 2024. Plaintiffs received this retroactive reduced pay on or around May 6, 2024.

15 4. Following this announcement, Plaintiffs were asked to sign a “salary reduction
16 agreement” in order to receive any further compensation, including for work already performed
17 after April 27, 2024. Plaintiffs who signed the salary reduction agreement would receive a
18 reduced percentage of Plaintiffs’ previously agreed-upon salaries.

19 5. Plaintiff Westerhoff, who did not sign the salary reduction agreement, did not receive any
20 compensation following April 27. He was laid off shortly after the rollout of the salary reduction
21 agreement, and did not receive any of his accrued paid time off (“PTO”).

22 6. Plaintiffs Idemundia, Snyder, Garrahan, Green, Platzer, Punak, and Sarvepalli, who
23 continued to work for LandX in the following weeks, were also not paid any wages for several of
24 their weeks of work.

25 7. As a result of its actions, LandX violated California Labor Code §§ 1194 and 1197, by
26 failing to pay its employees minimum wage for all hours worked and violated California Labor
27 Code §§ 510 and 1194 by failing to pay them overtime compensation for hours worked in excess
28 of 40 a week.

8. As a result of its actions, LandX also violated the Labor Code by failing to timely pay workers who are terminated or voluntarily separated all wages owed (Cal. Lab. Code § 203) and by failing to provide workers with itemized wage statements (Cal. Lab. Code § 226).

II. PARTIES

9. Plaintiff Bradley Westerhoff is an adult resident of Corona, California. Westerhoff worked for LandX as a software engineer from November 2023 through May 2024.

10. Plaintiff Matthias Idemundia is an adult resident of Lake Forest, California. Idemundia worked for LandX as a software engineer from November 2023 through July 2024.

11. Plaintiff Kenneth Snyder is an adult resident of Lake Forest, California. Snyder worked for LandX as a software engineer from approximately November 2023 through the present.

12. Plaintiff Gregory Garrahan is an adult resident of Laguna Hills, California. Garrahan worked for LandX as a software engineer from approximately November 2023 through the present.

13. Plaintiff Brian Green is an adult resident of Laguna Hills, California. Green worked for LandX as a software engineer from approximately November 2023 through September 2024.

14. Plaintiff Christen Platzer is an adult resident of Sunnyvale, California. Platzer worked for LandX as a software engineer from approximately November 2023 through November 2024.

15. Plaintiff Stephen Punak is an adult resident of Capistrano Beach, California. Punak worked for LandX as a software engineer between approximately November 2023 and December 2024. Although Plaintiff Punak performed the same job responsibilities as the other Plaintiffs, he was classified by LandX as an independent contractor.

16. Plaintiff Sunil Sarvepalli is an adult resident of Rancho Santa Margarita, California. Sarvepalli worked for LandX as a software engineer between approximately November 2023 and January 2025.

17. Defendant LandX Motors Inc. ("LandX") is a Delaware corporation with its headquarters in Farmington Hills, Michigan.

18. Defendant Stephen Burns is an adult resident of Ponte Vedra, Florida, and is the owner of LandX. In his role, Burns is responsible for making decisions relating to the hiring, termination and compensation of LandX workers, including Plaintiffs.

19. Defendant Duane Hughes is an adult resident of Covington, Kentucky, and is the Chief Executive Officer of LandX. In his role, Hughes is responsible for making decisions relating to the hiring, termination and compensation of LandX workers, including Plaintiffs.

III. JURISDICTION AND VENUE

20. Venue in this Court is proper because the events set forth in this Complaint took place in Irvine and Lake Forest, California.

21. The Court has personal jurisdiction over Defendants because their conduct in the State of California underlies all claims in this suit.

22. This Court has jurisdiction pursuant to 28 U.S.C. § 1332 because each of the Plaintiffs resides in a different state from each of the Defendants, and because, taken individually, each of Plaintiff's claims, with interest and statutory penalties, exceeds \$75,000.

IV. STATEMENT OF FACTS

23. Initially, Plaintiffs primarily worked for LandX out of its Irvine office. Sometime in early 2024, LandX relocated its Irvine office to neighboring Lake Forest, at which point Plaintiffs primarily worked out of that office.

24. Prior to April 2024, each of the Plaintiffs had been paid a set salary by LandX, on a biweekly basis.

25. On or about May 5, 2024, Plaintiffs were informed by LandX that their pay would be reduced by 50% for the previous pay period, which covered approximately April 14 to April 27, 2024. Plaintiffs received this retroactively reduced pay on or around May 6, 2024.

26. Following this announcement, Plaintiffs were asked to sign a "salary reduction agreement" in order to receive any further compensation, including for work already performed after April 27, 2024. Plaintiffs who signed the salary reduction agreement would receive a reduced percentage of Plaintiffs' previously agreed-upon salaries.

27. Upon information and belief, Defendants Burnes and Hughes were responsible for the decision to implement the salary reduction agreement.

28. Plaintiff Westerhoff did not sign the salary reduction agreement. Westerhoff received one-half of his regular rate of pay for the time period of April 14 to April 27. He did not receive *any* compensation for the time period of April 28, 2024, to May 13, 2024, when he was laid off by LandX. Westerhoff also did not receive his accrued paid time off (“PTO”), which he estimates at approximately 40 hours when he was laid off.

29. Plaintiff Idemundia, who signed the salary reduction agreement, received one-half of his regular rate for the time period of April 14 to April 27, 2024. Idemundia did not receive *any* pay for several weeks between May 6, 2024, and the date when he was laid off, on or about July 15, 2024.

30. Plaintiff Snyder, who signed the salary reduction agreement, received one-half of his regular rate of pay for the time period of April 14 to April 27, 2024. Snyder did not receive *any* pay for several weeks between May 6, 2024, and the present.

31. Plaintiff Garrahan, who signed the salary reduction agreement, received one-half of his regular rate of pay for the time period of April 14 to April 27, 2024. Garrahan did not receive *any* pay for several weeks between May 6, 2024, and the present.

32. Plaintiff Green, who signed the salary reduction agreement, received one-half of his regular rate of pay for the time period of April 14 to April 27, 2024. Green did not receive *any* pay for several weeks between May 6, 2024, and September 20, 2024, when he stopped working for LandX. To date, Green has also not received his accrued PTO, which he estimates at approximately 80 hours as of September 20, 2024.

33. Plaintiff Platzer, who signed the salary reduction agreement, received one-half of her regular rate of pay for the time period of April 14 to April 27, 2024. Platzer did not receive *any* pay for several weeks between May 6, 2024, and November 15, 2024. To date, Platzer has also not received her accrued PTO, which she estimates at approximately 125 hours as of November 15, 2024.

1 34. Plaintiff Sarvepalli, who signed the salary reduction agreement, received one-half of his
2 regular rate of pay for the time period of April 14 to April 27, 2024. Sarvepalli did not receive
3 *any* pay for several weeks between May 6, 2024, and the present. To date, Sarvepalli has also not
4 received his accrued PTO.

5 35. Plaintiff Punak did not sign the salary reduction agreement.

6 36. Although he was classified by LandX as an independent contractor, Plaintiff Punak
7 performed work that was the same as that of the other Plaintiffs, who were classified by LandX
8 as employees.

9 37. Plaintiff Punak performed work that is within the usual course of LandX's business,
10 namely providing software engineering services for LandX vehicles.

11 38. Plaintiff Punak was supervised closely by LandX. He was instructed in the details of his
12 job performance and work deadlines and specifications, and was monitored and reviewed
13 frequently by LandX.

14 39. Plaintiff Punak did not provide software engineering services for anyone other than
15 LandX while working for LandX.

16 40. By virtue of the fact that he performed services within LandX's usual course of business,
17 the extensive control LandX exerts over him, and the fact that he is not customarily engaged in
18 an independently established software engineering business, Plaintiff Punak was in fact an
19 employee of LandX, and was entitled to the wage protections available to employees under
20 California law.

21 41. As a result of LandX's actions, Plaintiffs did not receive the minimum wage for all hours
22 worked.

23 42. In addition, Plaintiff Green routinely worked 50 hours a week for LandX between May
24 and June 2024. Plaintiff Snyder worked, on average, 50 hours a week throughout his tenure at
25 LandX. Plaintiff Platzer routinely worked 50 hours a week through her entire tenure at LandX.
26 Plaintiff Punak likewise routinely worked in excess of 50 hours each week from when he began
27 working at LandX in November 2023 until October 2024. Following Plaintiffs' salary reduction
28 by LandX, they should have received compensation for hours worked in excess of 40 a week.

43. LandX failed to provide Plaintiffs with itemized wage statements showing the workers' hours worked, total wages earned, all deductions from wages, and all other information required by Cal. Lab. Code § 226(a).

44. LandX has also failed to timely pay Plaintiffs all wages owed as required by Cal Labor Code § 203.

FIRST CAUSE OF ACTION

FAILURE TO PAY MINIMUM WAGE IN VIOLATION OF LABOR CODE §§ 1194

AND 1197

Against All Defendants

45. As detailed above, during several weeks, Plaintiffs Westerhoff, Idemundia, Snyder, Garrahan, Green, Platzer, Punak, and Sarvepalli did not receive the California minimum wage for all hours worked—and in fact did not receive any compensation at all. Defendants' failure to pay Plaintiffs minimum wage violates the California Labor Code §§ 1194 and 1197.

SECOND CAUSE OF ACTION

FAILURE TO PAY OVERTIME IN VIOLATION OF LABOR

CODE §§ 510 AND 1194

(By Plaintiffs Snyder, Green, Platzer, and Punak Against All Defendants)

46. Plaintiffs Snyder, Green, Platzer, and Punak worked 50 hours a week while they worked for LandX. Specifically, Plaintiff Green worked 50 hours a week between May and June 2024, Plaintiff Snyder worked 50 hours a week throughout his tenure at LandX, Plaintiff Platzer worked 50 hours a week throughout her tenure at LandX, and Plaintiff Punak worked in excess of 50 hours a week between November 2023 and October 2024. Pursuant to Labor Code Section 515.5(a)(4), following the May 2024 salary reduction, Plaintiffs were eligible for overtime compensation. Plaintiffs were not compensated time-and-a-half for those hours worked over 40 hours in one week, or over 8 hours in one day. LandX's failure to pay Plaintiffs Snyder, Green,

Platzer, and Punak overtime compensation to which they are entitled violates the Cal. Labor Code § 510 and 1194.

THIRD CAUSE OF ACTION

WAITINGTIME PENALTIES

(By Plaintiffs Westerhoff, Idemundia, Green, Platzer, and Sarvepalli

Against All Defendants)

47. Defendants' conduct, as set forth above, in willfully failing to timely pay all wages owed upon the cessation of Plaintiffs Westerhoff's, Idemundia's, Green's, Platzer's, and Sarvepalli's employment, constitutes a violation of California Labor Code § 203.

48. Plaintiffs Westerhoff, Idemundia, Green, Platzer, and Sarvepalli are entitled to penalties under Cal. Lab. Code § 203, which provides that, if an employer willfully fails to pay an employee all wages due within 72 hours of their termination, the employee's wages shall continue as a penalty until paid for a period of up to 30 days from the time they were due.

FOURTH CAUSE OF ACTION

WAGE STATEMENT PENALTIES

(Against All Defendants)

49. Defendants' conduct, as set forth above, in failing to provide any itemized wage statements, violates Cal. Lab. Code § 226(a).

50.

FIFTH CAUSE OF ACTION

UNFAIR COMPETITION LAW

(Against All Defendants)

51. As set forth above, Defendants violated the unlawful prong of the UCL by not paying workers for all hours worked, failing to timely pay wages owed upon separation, and failing to provide accurate and itemized wage statements.

52. Plaintiffs are entitled to restitution of monies due, disgorgement of the ill-gotten gains of Defendants, a preliminary and permanent injunction enjoining Defendants from

1 continuing the unlawful and unfair practices described herein, and to such other equitable relief
2 as is appropriate under the UCL, including the fees and costs incurred in vindicating their rights
3 and the public interest generally pursuant to California Code of Civil Procedure § 1021.5.

4
5 **SIXTH CAUSE OF ACTION**

6 **PAGA PENALTIES**

7 **(By Plaintiffs Westerhoff, Idemundia, Snyder, Garrahan, and Green Against LandX**
8 **Motors)**

9 53. Pursuant to California Labor Code §§ 2698 et. seq., also known as PAGA, any provision
10 of the Labor Code that provides for a civil penalty to be assessed and collected by the Labor and
11 Workforce Development Agency (“LWDA”) or any of its departments, divisions, commissions,
12 boards, agencies, or employees, for a violation of the Labor Code, may, as an alternative, be
13 recovered through a civil action brought by an aggrieved employee on behalf of himself or
14 herself and other current or former employees pursuant to the procedures specified in § 2699.3.

15 54. Plaintiffs Westerhoff, Idemundia, Snyder, Garrahan, and Green are aggrieved employees
16 within the meaning of California Labor Code § 2699(c), and proper representatives to bring a
17 civil action on behalf of themselves and other current and former employees of Defendants
18 pursuant to the procedures specified in California Labor Code § 2699.3, because Plaintiffs were
19 employed by LandX and are persons against whom one or more of the alleged violations of the
20 Labor Code, specified in the preceding paragraphs of this Complaint, was committed.

21 55. Pursuant to California Labor Code § 2699.3(a)(1)(A), on October 3, 2024, Plaintiffs
22 Westerhoff, Idemundia, Snyder, Garrahan, and Green gave written notice by online filing with
23 the LWDA and by certified mail to Defendant of the specific provisions of the California Labor
24 Code and IWC Wage Orders that Plaintiffs allege Defendants have violated along with the facts
25 and theories supporting the alleged violations. On October 3, 2024 these plaintiffs sent a PAGA
26 letter by certified mail to LandX Motors and uploaded the letter to the LWDA website. Since it
27 has been more than 65 days, they can now request PAGA penalties.

56. Plaintiffs seek to recover PAGA civil penalties for the above Labor Code violations and are also entitled to reasonable attorneys' fees and costs pursuant to Labor Code § 2699(k)(1).

PRAYER FOR RELIEF

Plaintiffs pray for relief as follows:

- a. Damages as appropriate;
- b. Restitution pursuant to Cal. Bus. & Prof. Code § 17203;
- c. Liquidated damages;
- d. All applicable PAGA penalties;
- e. Waiting time penalties
- f. Statutory penalties pursuant to Cal. Lab. Code § 226;
- g. Pre-judgment and post-judgment interest;
- h. Attorney's fees and costs;
- i. Any other relief to which the Plaintiffs may be entitled; and
- j. A trial by jury.

Dated: June 10, 2025

Respectfully submitted,

/s/ Adam Rose
Attorney for Plaintiffs