

ZACK I. DOMB, SBN 265185
E-Mail zack@dombrauchwerger.com
DEVIN RAUCHWERGER, SBN 274234
E-Mail devin@dombrauchwerger.com
MELISSA N. AVILA, SBN 286487
E-Mail melissa@dombrauchwerger.com
ERIC Y. HAHN, SBN 311771
E-Mail eric@dombrauchwerger.com
DOMB & RAUCHWERGER LLP
1055 East Colorado Blvd., Fifth Floor
Pasadena, California 91106
Telephone: (213) 537-9225

Attorneys for Plaintiff
Reynaldo Martinez Figueroa

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

REYNALDO MARTINEZ FIGUEROA,
individually and on behalf of others similarly
situated and on behalf of aggrieved
employees,

Plaintiff,

vs.

GUARANTY CHEVROLET MOTORS,
INC., a California corporation; BRUCE J.
HAMLIN, an individual; and DOES 1
through 50, inclusive,

Defendants.

Case No.: 30-2024-01444637-CU-OE-CXC
[Unlimited Jurisdiction]

*Assigned for all purposes to the
Honorable William Claster, Department CX101*

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT**

- (1) Violation of Cal. Labor Code §§ 510, 558, 558.1, 1194, and 1198 (Unpaid Overtime)
- (2) Violation of Cal. Labor Code §§ 226.7 and 512(a), 558, and 558.1 (Unpaid Meal Period Premiums)
- (3) Violation of Cal. Labor Code § 226.7, 558, and 558.1 (Unpaid Rest Period Premiums)
- (4) Violation of Cal. Labor Code §§ 558, 558.1, 1194, 1197 and 1197.1 (Unpaid Minimum Wages)
- (5) Violation of Cal. Labor Code §§ 201, 202, 203, 558, and 558.1 (Final Wages Not Timely Paid)
- (6) Violation of Cal. Labor Code §§ 204, 210, 558, and 558.1 (Wages Not Timely Paid During Employment)
- (7) Violation of Cal. Labor Code § 226(a), 558, and 558.1 (Failure to Provide Accurate Wage Statements)
- (8) Violation of Cal. Labor Code §§ 558, 558.1, 2800, and 2802 (Failure to

Reimburse Necessary Business Expenses)
(9) Violation of Cal. Business & Professions Code §§ 17200, et seq.
(10) Violation of Cal. Labor Code § 2699 (Private Attorneys General Act)

DEMAND FOR TRIAL BY JURY

Plaintiff Reynaldo Martinez Figueroa (“Plaintiff”), individually and on behalf of other members of the general public similarly situated, and on behalf of other aggrieved employees pursuant to the Private Attorneys General Act, based upon facts that either have evidentiary support or are likely to have evidentiary support after a reasonable opportunity for further investigation and discovery, alleges as follows:

JURISDICTION AND VENUE

1. Plaintiff brings this action against Defendant Guaranty Chevrolet Motors, Inc. and DOES 1 THROUGH 50 (hereinafter also collectively referred to as “Defendant”) for California Labor Code violations, unfair business practices, and civil penalties stemming from Defendants’ failure to pay overtime compensation, failure to provide meal periods, failure to authorize and permit rest periods, failure to pay minimum wage, failure to timely pay wages, failure to provide accurate wage statements, failure to maintain accurate time and payroll records, failure to reimburse necessary business-related expenses, and failure to pay reporting wages. In addition, this is a class action lawsuit seeking unpaid wages and interest thereon for unpaid wages for all hours worked at minimum wage and overtime worked at the overtime rate of pay due to defendant’s policy, practice, and/or procedure of rounding down or shaving down employees’ daily hours worked.

2. Plaintiff’s First through Ninth Causes of Action are brought as a class action on behalf of himself and similarly situated current and former employees of Defendants (hereinafter collectively referred to as the “Class” or “Class Members,” as defined more fully in paragraph 12, below) pursuant to California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

3. Plaintiff's Tenth Cause of Action is brought as a representative action on behalf of himself and certain other current and former individuals who performed work for Defendants as employees in California during the statutory period (hereinafter collective referred to as the "Aggrieved Employees") pursuant to California Labor Code sections 2698, et seq. Plaintiff is an aggrieved employee against whom one or more of the alleged violations occurred. The civil penalties sought by Plaintiff exceed the minimal jurisdictional limits of the Superior Court and will be established according to proof at trial.

4. The Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

5. This Court has jurisdiction over Defendants because, upon information and belief, Defendants are citizens of California, have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice.

6. Venue is proper in this Court because, upon information and belief, Defendants maintain offices, have agents, and/or transact business in the State of California, County of Orange.

PARTIES

7. Plaintiff Reynaldo Martinez Figueroa is an individual residing in the County of Orange, State of California.

8. Defendant Guaranty Chevrolet Motors, Inc., is and at all times herein mentioned was, a corporation organized and existing under the laws of the State of California, and registered to do business in the state of California.

9. Defendant Bruce J. Hamlin (“Defendant Hamlin”) is an individual residing in the State of California and is believed to be the owner, Chief Executive Officer, and Chief Financial Officer of Defendant Guaranty Chevrolet Motos, Inc., and the person responsible for the

company's violations of, and/or implementing policies that failed to comply with, the Labor Code provisions identified below. Defendant Guaranty Chevrolet Motors, Inc. and Defendant Hamlin are collectively referred to as "Defendants" or "Defendant."

10. Plaintiff is ignorant of the identities of defendants Does 1 through 50, inclusive, and therefore sues these defendants by such fictitious names. The Doe defendants may be individuals, partnerships, or corporations. Plaintiff is informed and believes, and thereon alleges, that, at all times mentioned herein, each of the Doe defendants was the parent, subsidiary, agent, servant, employee, co-venturer, and/or co-conspirator of each of the other defendants, and was at all times mentioned acting within the scope, purpose, consent, knowledge, ratification and authorization of such agency, employment, joint venture and conspiracy. Plaintiff will amend this Complaint to allege their true names and capacities when ascertained. Plaintiff is informed and believes and thereon alleges that each of the fictitiously named Doe defendants is responsible in some manner for the occurrences herein alleged, and that Plaintiff's damages as herein alleged were proximately caused by its conduct. Defendant Guaranty Chevrolet Motors, Inc. and Doe Defendants 1 through 50 are collectively referred to herein as "Defendant."

11. Defendant was and at all times herein mentioned were, (a) conducting business in the County of Orange, State of California, and (b) the employer of Plaintiff consistent with the California Labor Code and Industrial Welfare Commission Wage Orders ("Wage Orders").

12. Plaintiff further alleges that Defendant, directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiff and the Class so as to make each of said Defendant employers and employers jointly liable under the statutory provisions set forth herein.

CLASS ACTION ALLEGATIONS

13. Plaintiff brings the First through Ninth Causes of Action as a class action on his own behalf and on behalf of all other members of the general public similarly situated, and, thus, seeks class certification under Code of Civil Procedure section 382.

14. The proposed class is defined as follows: All current and former non-exempt employees of any of Defendant within the State of California at any time commencing four (4)

years preceding the filing of Plaintiff's complaint up until the time that notice of the certified class action is provided to the class (hereinafter referred to as the "Class" or "Class Members.>").

15. Plaintiff reserves the right to establish other subclasses as appropriate.

16. The Class is ascertainable and there is a well-defined community of interest in the litigation:

a. Numerosity: The Class Members are so numerous that joinder of all Class Members is impracticable. The membership of the entire Class is unknown to Plaintiff at this time; however, the Class is estimated to be over fifty (50) individuals and the identity of such membership is readily ascertainable by inspection of Defendant's employment records.

b. Typicality: Plaintiff's claims are typical of all other Class Members demonstrated herein. Plaintiff will fairly and adequately protect the interests of the other Class Members with whom he has a well-defined community of interest.

c. Adequacy: Plaintiff will fairly and adequately protect the interests of each Class Member, with whom he has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff has no interest that is antagonistic to the other Class Members. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and during the pendency of this action will continue to incur, costs and attorneys' fees, that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each Class Member.

d. Superiority: A class action is superior to other available methods for the fair and efficient adjudication of this litigation because individual joinder of all Class Members is impractical.

e. Public Policy Considerations: Certification of this lawsuit as a class action will advance public policy objectives. Employers of this great state violate employment and labor laws every day. Current employees are often afraid to

1 assert their rights out of fear of direct or indirect retaliation. However, class
2 actions provide the Class Members who are not named in the complaint
3 anonymity that allows for the vindication of their rights.

4 17. There are common questions of law and fact as to the Class that predominate over
5 questions affecting only individual members. The following common questions of law or fact,
6 among others, exist as to the members of the Class:

- 7 a. Whether Defendant's failure to pay wages, without abatement, or reduction, in
8 accordance with the California Labor Code was willful;
- 9 b. Whether Defendant had a corporate policy and practice of failing to pay Plaintiff
10 and the other Class Members for all hours worked, and missed, short, late or
11 interrupted meal periods and rest breaks in violation of California law;
- 12 c. Whether Defendant required Plaintiff and the other Class Members to work more
13 than eight (8) hours per day and/or more than forty (40) hours per week and failed
14 to pay the legally required overtime compensation to Plaintiff and the other Class
15 Members;
- 16 d. Whether Defendant deprived Plaintiff and the other Class Members of meal
17 and/or rest periods or required Plaintiff and the other Class Members to work
18 during meal and/or rest periods without compensation;
- 19 e. Whether Defendant failed to pay meal period premium wages to Class Members
20 when they were not provided with a legally compliant meal period;
- 21 f. Whether Defendant failed to pay rest period premium wages to Class Members
22 when they were not authorized and permitted to take legally compliant rest
23 periods;
- 24 g. Whether Defendant failed to pay minimum wages to Plaintiff and the other Class
25 Members for all hours worked;
- 26 h. Whether Defendant failed to pay Plaintiff and the other Class Members the
27 required minimum wage pursuant to California law;
- 28 i. Whether Defendant failed to pay Plaintiff and the other Class Members proper

overtime compensation pursuant to California law;

- j. Whether Defendant failed to pay all wages due to Plaintiff and the other Class Members within the time required upon their discharge or resignation from employment;
- k. Whether Defendant failed to reimburse Plaintiff and the other Class Members for all necessary business-related expenses and costs in violation of California Labor Code section 2802;
- l. Whether Defendant failed to pay reporting time wages in violation of the applicable IWC Wage Order;
- m. Whether Defendant failed to timely pay all wages due to Plaintiff and the other Class Members during their employment;
- n. Whether Defendant complied with wage reporting as required by the California Labor Code, including section 226;
- o. Whether Defendant's conduct was with malice, fraud or oppression;
- p. Whether Defendant's conduct was willful or reckless;
- q. Whether Defendant engaged in unfair business practices in violation of California Business & Professions Code section 17200, *et seq.* based on their improper withholding of compensation and deduction of wages;
- r. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendant's violation of California law; and
- s. Whether Plaintiff and the other Class Members are entitled to compensatory damages pursuant to the California Labor Code.

PAGA ALLEGATIONS

18. At all times herein set forth, PAGA was applicable to Plaintiff's employment by Defendant.

19. At all times herein set forth, PAGA provides that any provision of law under the California Labor Code that provides for a civil penalty to be assessed and collected by the LWDA for violations of the California Labor Code may, as an alternative, be recovered through a civil

1 action brought by an aggrieved employee on behalf of themselves and other current or former
2 employees pursuant to procedures outlined in California Labor Code section 2699.3.

3 20. Pursuant to PAGA, a civil action under PAGA may be brought by an “aggrieved
4 employee,” who is any person that was employed by the alleged violator and against whom one
5 or more of the alleged violations was committed.

6 21. Plaintiff was employed by Defendant and the alleged violations were committed
7 against him during his time of employment and he is, therefore, an aggrieved employee. Plaintiff
8 and the other employees are “Aggrieved Employees” as defined by California Labor Code section
9 2699(c) in that they are all current or former employees of Defendant, and one or more of the
10 alleged violations were committed against them.

11 22. Pursuant to California Labor Code sections 2699.3 and 2699.5, aggrieved
12 employees, including Plaintiff, may pursue a civil action arising under PAGA after the following
13 requirements have been met:

14 a. The aggrieved employee shall give written notice by online submission
15 (hereinafter “Employee’s Notice”) to the Labor & Workforce Development
16 Agency (hereinafter “LWDA”) and by U.S. Certified Mail to the employer of the
17 specific provisions of the California Labor Code alleged to have been violated,
18 including the facts and theories to support the alleged violations.

19 b. The LWDA shall provide notice (hereinafter “LWDA Notice”) to the employer
20 and the aggrieved employee by certified mail that it does not intend to investigate
21 the alleged violation within sixty (60) calendar days of the postmark date of the
22 Employee’s Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice
23 is not provided within sixty-five (65) calendar days of the postmark date of the
24 Employee’s Notice, the aggrieved employee may commence a civil action
25 pursuant to California Labor Code section 2699 to recover civil penalties in
26 addition to any other penalties to which the employee may be entitled.

27 23. On December 9, 2024, Plaintiff provided written notice by online submission to
28 the LWDA and by U.S. Certified Mail to Defendant of the specific provisions of the California

1 Labor Code alleged to have been violated, including the facts and theories to support the alleged
2 violations. Plaintiff has not received an LWDA Notice within sixty-five (65) calendar days of
3 the date of Plaintiff's notice.

4 24. Therefore, Plaintiff has satisfied the administrative prerequisites under California
5 Labor Code section 2699.3(a) to recover civil penalties against Defendant, in addition to other
6 remedies, for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510,
7 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802.

8 **GENERAL ALLEGATIONS**

9 25. Defendant is a car dealership with a variety of new and used cars.

10 26. Defendant employed Plaintiff to work as a parts distributor from approximately
11 December 13, 2022 to December 15, 2023.

12 27. At all relevant times set forth herein, Defendant employed Plaintiff, the Class, and
13 the Aggrieved Employees as hourly-paid or non-exempt employees.

14 28. Throughout the time period involved in this case, Defendant had the authority to
15 hire and terminate Plaintiff, the Class, and the Aggrieved Employees; to directly or indirectly
16 control work rules, working conditions, wages, working hours, and conditions of employment of
17 Plaintiff, the Class, and the Aggrieved Employees; and to hire and terminate the employment of
18 Plaintiff, the Class, and the Aggrieved Employees.

19 29. At all times herein mentioned, Defendant was subject to the Labor Code of the
20 State of California and the applicable Industrial Welfare Commission Orders.

21 30. Plaintiff, the Class, and the Aggrieved Employees worked more minutes per shift
22 than Defendants credited them with having worked, which resulted in them working for periods
23 of time in which they were not paid at the minimum wage or overtime rate, as well as not taking
24 proper and compliant meal breaks. Defendants "rounded" down or "shaved" Plaintiff, the Class,
25 and the Aggrieved Employees's total daily hours worked at the time of their clock-in and clock-
26 out to the nearest quarter (or tenth) of an hour, to the benefit of Defendants, in policy and/or
27 practice. Plaintiff, the Class, and the Aggrieved Employees were not paid for this time. Despite
28 the fact that California law requires employers to pay employees for all hours worked at least at

1 a minimum wage rate, Defendants rounded down or shaved down Plaintiff, the Class, and the
2 Aggrieved Employees's daily hours worked, Defendants suffered, permitted, and required its
3 hourly employees to be subject to Defendant's control without paying wages for that time. This
4 resulted in Plaintiff, the Class, and the Aggrieved Employees's working time for which they were
5 not compensated any wages, in violation of California Labor Code sections 1194, 1197, and the
6 Wage Orders.

7 31. Plaintiff is informed and believes, and thereon alleges that Defendant engaged in
8 an ongoing and systematic scheme of wage abuse against their hourly-paid or non-exempt
9 employees. As set forth in more detail below, this scheme involved, *inter alia*, regularly requiring
10 Plaintiff, the Class, and the Aggrieved Employees to work off the clock without compensation,
11 thereby failing to pay them for all hours worked, including minimum and overtime wages.
12 Defendant also implemented policies that prohibited Plaintiff, the Class, and the Aggrieved
13 Employees from accurately recording the actual time worked, resulting in a failure to pay
14 Plaintiff, the Class, and the Aggrieved Employees all wages owed. In addition, Defendant
15 routinely failed to permit Plaintiff, the Class, and the Aggrieved Employees to take timely and
16 duty-free meal periods and rest periods in violation of California law. Defendant also failed to
17 reimburse Plaintiff, the Class, and the Aggrieved Employees for all necessary business-related
18 expenses, and failed to pay reporting wages.

19 32. Throughout the time period involved in this case, Defendant implemented policies
20 and/or practices which failed to provide Plaintiff, the Class, and the Aggrieved Employees with
21 timely and duty-free meal periods. Defendant routinely failed to relieve Plaintiff, the Class, and
22 the Aggrieved Employees of all duties during their meal periods, regularly failed to relinquish
23 control over Plaintiff, the Class, and the Aggrieved Employees during their meal periods,
24 regularly failed to permit Plaintiff, the Class, and the Aggrieved Employees a reasonable
25 opportunity to take their meal periods, and regularly impeded or discouraged Plaintiff, the Class,
26 and the Aggrieved Employees from taking thirty (30) minute uninterrupted meal breaks no later
27 than the end of their fifth hour of work and/or from taking a second thirty (30) minute
28 uninterrupted meal break no later than their tenth hour of work for shifts lasting more than ten

1 (10) hours. Defendant also failed to maintain accurate records of meal periods taken by Plaintiff,
2 the Class, and the Aggrieved Employees.

3 33. Plaintiff and similarly situated employees worked more minutes per shift than
4 Defendants credited them with having worked. Defendants “rounded” down or “shaved”
5 Plaintiff’s and similarly situated employees’ total daily hours worked at the time of their clock-in
6 and clock-out to the nearest quarter of an hour, to the benefit of Defendants, in policy and/or
7 practice. Plaintiff and similarly situated employees were not paid for this time. Despite the fact
8 that California law requires employers to pay employees for all hours worked at least at a
9 minimum wage rate, Defendants rounded down or shaved down Plaintiff’s and similarly situated
10 employees’ daily hours worked, Defendants suffered, permitted, and required its hourly
11 employees to be subject to Defendant’s control without paying wages for that time. This result
12 in Plaintiff and similarly situated employees working time for which they were not compensated
13 any wages, in violation of California Labor Code sections 1194, 1197, and the Wage Orders.

14 34. Throughout the time period involved in this case, Defendant did not adequately
15 inform Plaintiff, the Class, and the Aggrieved Employees of their right to take meal periods under
16 California law. Moreover, Defendant systematically disregarded their own written policies
17 regarding the provision and timing of meal periods for Plaintiff, the Class, and the Aggrieved
18 Employees. Instead, Defendant’s actual policy and practice was to schedule Plaintiff, the Class,
19 and the Aggrieved Employees in a way that prohibited them from taking timely and duty-free
20 meal periods, and to require Plaintiff, the Class, and the Aggrieved Employees to work through
21 their meal periods, for which they were not compensated.

22 35. Throughout the time period involved in this case, Defendant failed to pay Plaintiff,
23 the Class, and the Aggrieved Employees premium wages for meal periods that were missed, late,
24 interrupted, or shortened in violation of California law. Defendant knew or should have known
25 that Plaintiff, the Class, and the Aggrieved Employees were entitled to receive all meal periods
26 or payment of one additional hour of pay at their regular rate of pay when a meal period was
27 missed, short, late, and/or interrupted. Notwithstanding this knowledge, Defendant routinely
28 failed to provide legally compliant meal periods to Plaintiff, the Class, and the Aggrieved

1 Employees, rounded their meal period, and routinely failed to pay one additional hour of pay to
2 Plaintiff, the Class, and the Aggrieved Employees at their regular rate of pay when a meal period
3 was missed, short, late, and/or interrupted.

4 36. Throughout the time period involved in this case, Defendant has implemented
5 policies and practices which prohibited Plaintiff, the Class, and the Aggrieved Employees from
6 taking timely and duty-free rest periods. Defendant regularly failed to provide, authorize, and
7 permit Plaintiff, the Class, and the Aggrieved Employees to take full, uninterrupted, off-duty rest
8 periods for every shift lasting three and one-half (3.5) to six (6) hours and/or two full,
9 uninterrupted, off-duty rest periods for every shift lasting six (6) to ten (10) hours, and failed to
10 make a good faith effort to authorize, permit, and provide such rest breaks in the middle of each
11 work period.

12 37. Throughout the time period involved in this case, Defendant did not adequately
13 inform Plaintiff, the Class, and the Aggrieved Employees of their right to take rest periods under
14 California law. Moreover, Defendant systematically disregarded their own written policies
15 regarding the provision and timing of rest periods for Plaintiff, the Class, and the Aggrieved
16 Employees. Instead, Defendant's actual policy and practice was to schedule Plaintiff, the Class,
17 and the Aggrieved Employees in a way that regularly prohibited them from taking timely and
18 duty free rest periods, and to regularly require Plaintiff, the Class, and the Aggrieved Employees
19 to work through their rest periods.

20 38. Throughout the time period involved in this case, Defendant failed to pay Plaintiff,
21 the Class, and the Aggrieved Employees premium wages for rest periods that were missed, late,
22 interrupted, or shortened in violation of California law. Defendant knew or should have known
23 that Plaintiff, the Class, and the Aggrieved Employees were entitled to receive all rest periods or
24 payment of one additional hour of pay at their regular rate of pay when a rest period was missed,
25 short, late, and/or interrupted. Notwithstanding this knowledge, Defendant routinely failed to
26 authorize and permit Plaintiff, the Class, and the Aggrieved Employees to take duty-free rest
27 periods, and failed to pay one additional hour of pay to Plaintiff, the Class, and the Aggrieved
28 Employees at their regular rate of pay when a rest period was missed, short, late and/or

1 interrupted.

2 39. Throughout the time period involved in this case, Defendant regularly required
3 Plaintiff, the Class, and the Aggrieved Employees to perform work off the clock.

4 40. Throughout the time period involved in this case, Defendant implemented policies
5 that prohibited Plaintiff, the Class, and the Aggrieved Employees from accurately recording the
6 actual time worked, resulting in a failure to pay Plaintiff, the Class, and the Aggrieved Employees
7 all wages owed.

8 41. Throughout the time period involved in this case, Plaintiff, the Class, and the
9 Aggrieved Employees worked more than eight (8) hours in a day, and/or forty (40) hours in a
10 week.

11 42. Throughout the time period involved in this case, Defendant regularly failed to
12 pay all overtime compensation owed to Plaintiff, the Class, and the Aggrieved Employees when
13 they worked in excess of eight (8) hours in a single work day and/or forty (40) hours in a single
14 work week, or in excess of twelve (12) hours in a single work day and/or eighty (80) hours in a
15 single work week. Defendant knew or should have known that Plaintiff, the Class, and the
16 Aggrieved Employees were entitled to receive certain wages for overtime compensation and that
17 they were not receiving wages for overtime compensation.

18 43. Throughout the time period involved in this case, Defendant failed to pay overtime
19 to Plaintiff, the Class, and the Aggrieved Employees for all overtime hours worked based on
20 regular rates of pay correctly calculated to include all applicable remuneration.

21 44. Throughout the time period involved in this case, Defendant regularly failed to
22 pay Plaintiff, the Class, and the Aggrieved Employees at least minimum wages for all hours
23 worked. Defendant knew or should have known that Plaintiff, the Class, and the Aggrieved
24 Employees were entitled to receive at least minimum wages for all hours worked and that they
25 were not receiving at least minimum wages for all hours worked. Defendant's failure to pay
26 minimum wages included, *inter alia*, failing to pay Plaintiff, the Class, and the Aggrieved
27 Employees at the required minimum wage pursuant to California law, and requiring Plaintiff, the
28 Class, and the Aggrieved Employees to perform work off the clock.

1 45. Throughout the time period involved in this case, Defendant regularly failed to
2 pay Plaintiff, the Class, and the Aggrieved Employees all wages owed to them upon discharge or
3 resignation. Defendant knew or should have known that Plaintiff, the Class, and the Aggrieved
4 Employees were entitled to receive all wages owed to them upon termination within the time
5 permissible under California Labor Code section 202. Plaintiff, the Class, and the Aggrieved
6 Employees did not receive payment of all final wages owed to them upon discharge or resignation,
7 including overtime compensation and minimum wages within any time permissible under
8 California Labor Code section 202.

9 46. Throughout the time period involved in this case, Defendant regularly failed to
10 pay Plaintiff, the Class, and the Aggrieved Employees all wages within any time permissible
11 under California law, including, *inter alia*, California Labor Code section 204. Defendant knew
12 or should have known that Plaintiff, the Class, and the Aggrieved Employees were entitled to
13 receive all wages owed to them during their employment. Plaintiff, the Class, and the Aggrieved
14 Employees did not receive payment of all wages, including overtime compensation, minimum
15 wages, and meal and rest period premiums.

16 47. Throughout the time period involved in this case, Defendant regularly failed to
17 provide complete or accurate wage statements to Plaintiff, the Class, and the Aggrieved
18 Employees. Defendant knew or should have known that Plaintiff, the Class, and the Aggrieved
19 Employees were entitled to receive complete and accurate wage statements in accordance with
20 California law, but, in fact, they did not receive complete and accurate wage statements from
21 Defendant. The deficiencies included, *inter alia*, the failure to include the total number of hours
22 worked, the actual gross wages earned, the correct rates of pay, and the address of the legal entity
23 of the employer.

24 48. Throughout the time period involved in this case, Defendant regularly failed to
25 keep complete or accurate payroll records for Plaintiff, the Class, and the Aggrieved Employees.
26 Defendant knew or should have known that Defendant was required to keep complete and
27 accurate payroll records for Plaintiff, the Class, and the Aggrieved Employees in accordance with
28 California law, but, in fact, did not keep complete and accurate payroll records.

1 49. Throughout the time period involved in this case, Defendant regularly failed to
2 maintain accurate records relating to Plaintiff, the Class, and the Aggrieved Employees' work
3 periods, meal periods, total daily hours, hours per pay period, and applicable pay rates.

4 50. Throughout the time period involved in this case, Defendant failed to reimburse
5 Plaintiff, the Class, and the Aggrieved Employees for all necessary business-related expense.
6 Defendant knew or should have known that Defendant was required to reimburse Plaintiff, the
7 Class, and the Aggrieved Employees for all necessary business-related expenses and costs, but,
8 in fact, failed to do so in violation of California law.

9 51. Throughout the time period involved in this case, Defendant knew or should have
10 known that they had a duty to compensate Plaintiff, the Class, and the Aggrieved Employees
11 pursuant to California law. Defendant had the financial ability to pay such compensation, but
12 willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiff, the
13 Class, and the Aggrieved Employees that they paid all wages owed to them, all in order to increase
14 Defendant's profits.

15 52. California Labor Code section 218 states that nothing in Article 1 of the Labor
16 Code shall limit the right of any wage claimant to "sue directly ... for any wages or penalty due
17 to him [or her] under this article."

18 **FIRST CAUSE OF ACTION**

19 **Violation of Cal. Labor Code §§ 510, 558, 558.1, 1194, and 1198 (Unpaid Overtime)**

20 **(Against All Defendants)**

21 53. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
22 every allegation set forth above.

23 54. California Labor Code section 1198 and the applicable Industrial Welfare
24 Commission ("IWC") Wage Order provide that it is unlawful to employ persons without
25 compensating them at a rate of pay either time-and-one-half or two-times that person's regular
26 rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

27 55. Specifically, the applicable IWC Wage Order provides that Defendant is and was
28 required to pay Plaintiff and the other Class Members employed by Defendant, and working more

1 than eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time-and-
2 one-half for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours
3 in a workweek.

4 56. The applicable IWC Wage Order further provides that Defendant is and was
5 required to pay Plaintiff and the Class overtime compensation at a rate of two times their regular
6 rate of pay for all hours worked in excess of twelve (12) hours in a day and for all hours worked
7 in excess of eight (8) hours on the seventh day of work in a workweek.

8 57. California Labor Code section 510 codifies the right to overtime compensation at
9 one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a
10 day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of
11 work, and no overtime compensation at twice the regular hourly rate for hours worked in excess
12 of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

13 58. During the relevant time period, Plaintiff and the other Class Members regularly
14 worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

15 59. Plaintiff and similarly situated employees worked more minutes per shift than
16 Defendants credited them with having worked.

17 60. Defendants “rounded” down or “shaved” Plaintiff and similarly situated
18 employees’ total daily hours worked to the nearest quarter of an hour at the clock-in and clock-
19 out times, to the benefit of Defendants without Plaintiff and similarly situated employees being
20 paid wages for this time. Plaintiff and other similarly situated employees were not paid for this
21 time. The foregoing resulted in time during each workday which Plaintiff and similarly situated
22 employees were under control of Defendants, but were not compensated at their overtime rate of
23 pay when they worked more than eight hours in a day or 40 hours in a week, in violation of Labor
24 Code sections 510, 1194, and 1198.

25 61. During the relevant time period, Defendant intentionally and willfully failed to pay
26 overtime wages owed to Plaintiff and the other Class Members.

27 62. Defendant’s failure to pay Plaintiff and the other Class Members the unpaid
28 balance of overtime compensation, as required by California laws, violates the provisions of

California Labor Code sections 510 and 1198, and is therefore unlawful.

63. Pursuant to California Labor Code section 1194, Plaintiff and the other Class Members are entitled to recover unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

SECOND CAUSE OF ACTION

Violation of Cal. Labor Code §§ 226.7 and 512(a), 558, and 558.1 (Unpaid Meal Period Premiums) (Against All Defendants)

64. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

65. At all relevant times, the relevant IWC Order and California Labor Code sections 226.7 and 512(a) were applicable to Plaintiff and the other Class Members' employment by Defendant.

66. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any meal or rest period mandated by an applicable order of the California IWC.

67. At all relevant times, the applicable IWC Wage Order and California Labor Code section 512(a) provide that an employer may not require, cause or permit an employee to work for a work period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is no more than six (6) hours, the meal period may be waived by mutual consent of both the employer and employee.

68. At all relevant times, California Labor Code section 512(a) further provides that an employer may not require, cause or permit an employee to work for a work period of more than ten (10) hours per day without providing the employee with a second uninterrupted meal period of not less than thirty (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

1 69. During the relevant time period, Plaintiff and the other Class Members who were
2 scheduled to work for a period of time longer than six (6) hours, and who did not waive their
3 legally-mandated meal periods by mutual consent, were required to work for periods longer than
4 five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes.

5 70. During the relevant time period, Plaintiff and the other Class Members who were
6 scheduled to work for a period of time in excess of ten (10) hours were required to work for
7 periods longer than ten (10) hours without a second uninterrupted meal period of not less than
8 thirty (30) minutes.

9 71. During the relevant time period, Defendants “rounded” down or “shaved” Plaintiff
10 and similarly situated employees’ total number of hours (or fraction thereof) in which they took
11 lunch. This policy of rounding meal periods made it such that Plaintiff and other similarly situated
12 employees were not provided with legally compliant meal breaks and were not paid meal period
13 premiums for any meal breaks that were less than thirty (30) minutes in duration.

14 72. During the relevant time period, Defendant intentionally and willfully required
15 Plaintiff and the other Class Members to miss their meal periods and to take meal periods that
16 were late, shortened, or interrupted, and failed to compensate Plaintiff and the other Class
17 Members the full meal period premium for missed, shortened, late, or interrupted meal periods.

18 73. During the relevant time period, Defendant failed to pay Plaintiff and the other
19 Class Members the full meal period premiums due pursuant to California Labor Code section
20 226.7.

21 74. Defendant’s conduct violates the applicable IWC Wage Order and California
22 Labor Code sections 226.7 and 512(a).

23 75. Pursuant to the applicable IWC Wage Order and California Labor Code section
24 226.7(b), Plaintiff and the other Class Members are entitled to recover from Defendant one
25 additional hour of pay at the employee’s regular rate of compensation for each work day that the
26 meal period was not provided.

27 //

28 //

1 **THIRD CAUSE OF ACTION**

2 **Violation of Cal. Labor Code § 226.7, 558, and 558.1 (Unpaid Rest Period Premiums)**

3 **(Against All Defendants)**

4 76. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
5 every allegation set forth above.

6 77. At all times herein set forth, the applicable IWC Wage Order and California Labor
7 Code section 226.7 were applicable to Plaintiff and the other Class Members' employment by
8 Defendant.

9 78. At all relevant times, California Labor Code section 226.7 provides that no
10 employer shall require an employee to work during any rest period mandated by an applicable
11 order of the California IWC.

12 79. At all relevant times, the applicable IWC Wage Order provides that "[e]very
13 employer shall authorize and permit all employees to take rest periods, which insofar as
14 practicable shall be in the middle of each work period" and that the "rest period time shall be
15 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
16 hours or major fraction thereof unless the total daily work time is less than three and one-half
17 (3.5) hours."

18 80. During the relevant time period, Defendant required Plaintiff and other Class
19 Members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest
20 period per each four (4) hour period worked.

21 81. During the relevant time period, Defendant willfully required Plaintiff and the
22 other Class Members to work during rest periods, failed to allow Plaintiff and the other Class
23 Member to take any rest period and/or failed to authorize and permit Plaintiff and the other Class
24 Members to take uninterrupted, duty-free rest breaks.

25 82. During the relevant time period, Defendant failed to pay Plaintiff and the other
26 Class Members the full rest period premium due pursuant to California Labor Code section 226.7
27 for work performed during rest periods, and/or for failure to authorize and permit Plaintiff and
28 other Class Members from taking uninterrupted rest periods.

83. Defendant's conduct violates applicable IWC Wage Orders and California Labor Code section 226.7.

84. Pursuant to the applicable IWC Wage Orders and California Labor Code section 226.7(b), Plaintiff and the other Class Members are entitled to recover from Defendant one additional hour of pay at the employees' regular hourly rate of compensation for each work day that the rest period was not provided.

FOURTH CAUSE OF ACTION

Violation of Cal. Labor Code §§ 558, 558.1, 1194, 1197 and 1197.1 (Unpaid Minimum Wages)

(Against All Defendants)

85. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

86. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1 provide that the minimum wage to be paid to employees and the payment of a lesser wage than the minimum so fixed is unlawful.

87. During the relevant time period, Defendant regularly failed to pay minimum wage to Plaintiff and the other Class Members as required pursuant to California Labor Code sections 1194, 1197, and 1197.1.

88. Defendant's failure to pay Plaintiff and the other Class Members the minimum wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to those sections, Plaintiff and the other Class Members are entitled to recover the unpaid balance of their minimum wage compensation as well as interest, costs, and attorneys' fees, and liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

89. Pursuant to California Labor Code section 1194.2, Plaintiff and the other Class Members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

//

//

1 **FIFTH CAUSE OF ACTION**

2 **Violation of Cal. Labor Code §§ 201, 202, 203, 558, and 558.1 (Final Wages Not Timely**
3 **Paid)**

4 **(Against All Defendants)**

5 90. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
6 every allegation set forth above.

7 91. At all relevant times herein set forth, California Labor Code sections 201 and 202
8 provide that if an employer discharges an employee, the wages earned and unpaid at the time of
9 discharge are due and payable immediately, and if an employee quits his or her employment, his
10 or her wages shall become due and payable not later seventy-two (72) hours thereafter, unless the
11 employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case
12 the employee is entitled to his or her wages at the time of quitting.

13 92. During the relevant time period, the employment of Plaintiff and many other Class
14 Members with Defendant ended, *i.e.* was terminated by quitting or discharge. Defendant
15 intentionally and willfully failed to pay Plaintiff and other Class Members who are no longer
16 employed by Defendant all of their wages, earned and unpaid, including but not limited to
17 minimum wages, straight time wages, and overtime wages, within seventy-two (72) hours of their
18 leaving Defendant's employ.

19 93. Defendant's failure to pay Plaintiff and other Class Members who are no longer
20 employed by Defendant their wages, earned and unpaid, within seventy-two (72) hours of their
21 leaving Defendant's employ, is in violation of California Labor Code sections 201 and 202.

22 94. California Labor Code section 203 provides that if an employer willfully fails to
23 pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall
24 continue as a penalty from the due date thereof at the same rate until paid or until an action is
25 commenced; but the wages shall not continue for more than thirty (30) days.

26 95. Plaintiff and other Class Members who are no longer employed by Defendant are
27 entitled to recover from Defendant the statutory penalty wages for each day they were not paid,
28 up to a thirty (30) day maximum pursuant to California Labor Code section 203.

1 **SIXTH CAUSE OF ACTION**

2 **Violation of Cal. Labor Code §§ 204, 210, 558, and 558.1 (Wages Not Timely Paid During**
3 **Employment)**

4 **(Against All Defendants)**

5 96. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
6 every allegation set forth above

7 97. At all times herein set forth, California Labor Code section 204 provides that all
8 wages earned by any person in any employment between the 1st and 15th days, inclusive, of any
9 calendar month, other than those wages due upon termination of an employee, are due and payable
10 between the 16th and 26th day of the month during which the labor was performed.

11 98. At all times herein set forth, California Labor Code section 204 provides that all
12 wages earned by any person in any employment between the 16th and the last day, inclusive, of
13 any calendar month, other than those wages due upon termination of an employee, are due and
14 payable between the 1st and the 10th day of the following month.

15 99. At all times herein set forth, California Labor Code section 204 provides that all
16 wages earned for labor in excess of the normal work period shall be paid no later than the payday
17 for the next regular payroll period.

18 100. During the relevant time period, Defendant intentionally and willfully failed to pay
19 Plaintiff and other Class Members all wages due to them, within any time period permissible
20 under California Labor Code section 204.

21 101. Plaintiff and other Class Members are entitled to recover all available remedies for
22 Defendant's violations of California Labor Code section 204, including statutory penalties
23 pursuant to Labor Code section 210(b).

24 **SEVENTH CAUSE OF ACTION**

25 **Violation of Cal. Labor Code § 226(a), 558, and 558.1 (Failure to Provide Accurate Wage**
26 **Statements)**

27 **(Against All Defendants)**

28 102. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and

1 every allegation set forth above.

2 103. At all material times set forth herein, California Labor Code section 226(a)
3 provides that every employer shall furnish each of his or her employees an accurate itemized
4 statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3)
5 the number of piece-rate units earned and any applicable piece rate if the employee is paid on a
6 piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the
7 employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates
8 of the period for which the employee is paid, (7) the name of the employee and his or her social
9 security number, (8) the name and address of the legal entity that is the employer, and (9) all
10 applicable hourly rates in effect during the pay period and the corresponding number of hours
11 worked at each hourly rate by the employee. The deductions made from payments of wages shall
12 be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and
13 a copy of the statement or a record of the deductions shall be kept on file by the employer for at
14 least three years at the place of employment or at a central location within the State of California.

15 104. Defendant has intentionally and willfully failed to provide Plaintiff and the Class
16 with complete and accurate wage statements. The deficiencies include, but are not limited to the
17 failure list the total number of hours worked, the net wages earned, and the actual gross wages
18 earned.

19 105. Because of Defendant's violation of California Labor Code section 226(a),
20 Plaintiff and the Class have suffered injury and damage to their statutorily-protected rights.

21 106. More specifically, Plaintiff and the Class have been injured by Defendant's
22 intentional and willful violation of California Labor Code section 226(a) because they were
23 denied both their legal right to receive, and their protected interest in receiving, accurate and
24 itemized wage statements pursuant to California Labor Code section 226(a).

25 107. Plaintiff and the Class are entitled to recover from Defendant the greater of their
26 actual damages caused by Defendant's failure to comply with California Labor Code section
27 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

28 108. Plaintiff and the Class are also entitled to injunctive relief to ensure compliance

with this section, pursuant to California Labor Code section 226(g).

EIGHTH CAUSE OF ACTION

**Violation of Cal. Labor Code §§ 558, 558.1, 2800, and 2802 (Failure to Reimburse
Necessary Business Expenses)
(Against All Defendants)**

109. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

110. Pursuant to California Labor Code sections 2800 and 2802, an employer must reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her job duties or in direct consequence of his or her obedience to the directions of the employer.

111. Plaintiff and the Class incurred necessary business-related expenses and costs that were not fully reimbursed by Defendant. Defendant's failure to reimburse for all necessary business-related expenses and costs included their failure to reimburse Plaintiff and the Class for costs incurred as a result of, including but not limited to, simple negligence.

112. Defendant has intentionally and willfully failed to reimburse Plaintiff and the Class for all necessary business-related expenses and costs. Plaintiff and the Class are entitled to recover from Defendant their business-related expenses and costs incurred during the course and scope of their employment, plus interest accrued from the date on which the employee incurred the necessary expenditures at the same rate as judgments in civil actions in the State of California.

NINTH CAUSE OF ACTION

**Violation of Cal. Business & Professions Code §§ 17200, et seq.
(Against Defendant Guaranty Chevrolet Motors, Inc. Only)**

113. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

114. Defendant Guaranty Chevrolet Motor Inc.'s conduct, as alleged herein, has been, and continues to be, unfair, unlawful and harmful to Plaintiff and the Class, to the general public, and Defendant Guaranty Chevrolet Motor Inc.'s competitors. Accordingly, Plaintiff seeks to

1 enforce important rights affecting the public interest within the meaning of Code of Civil
2 Procedure section 1021.5.

3 115. Defendant Guaranty Chevrolet Motor Inc.'s activities as alleged herein are
4 violations of California law, and constitute unlawful business acts and practices in violation of
5 California Business & Professions Code section 17200, *et seq.*

6 116. A violation of California Business & Professions Code section 17200, *et seq.* may
7 be predicated on the violation of any state or federal law. In this instant case, Defendant's policies
8 and practices of requiring employees, including Plaintiff and the Class, to work overtime without
9 paying them proper compensation violate California Labor Code sections 510 and 1198.
10 Additionally, Defendant Guaranty Chevrolet Motor Inc.'s policies and practices of requiring
11 employees, including Plaintiff and the Class, to work through their meal and rest periods without
12 paying them proper compensation violate California Labor Code sections 226.7 and 512(a).
13 Moreover, Defendant Guaranty Chevrolet Motor Inc.'s policies and practices of failing to timely
14 pay wages to Plaintiff and the Class violate California Labor Code sections 201, 202, 203 and
15 204.

16 117. Defendant Guaranty Chevrolet Motor Inc. also violated California Labor Code
17 sections 221, 226(a), 1194, 1197, 1197.1, 510, 1174(d), 2800, and 2802.

18 118. As a result of the herein described violations of California law, Defendant
19 Guaranty Chevrolet Motor Inc. unlawfully gained an unfair advantage over other businesses.

20 119. Plaintiff and the Class have been personally injured by Defendant Guaranty
21 Chevrolet Motor Inc.'s unlawful business acts and practices as alleged herein, including but not
22 necessarily limited to the loss of money and/or property.

23 120. Pursuant to California Business & Professions Code sections 17200, *et seq.*,
24 Plaintiff and the Class are entitled to restitution of the wages withheld and retained by Defendant
25 Guaranty Chevrolet Motor Inc. during a period that commences four years prior to the filing of
26 this Complaint; an award of attorneys' fees pursuant to California Code of Civil Procedure section
27 1021.5 and other applicable laws; and an award of costs.

28 //

1 **TENTH CAUSE OF ACTION**

2 **Violation of California Labor Code § 2699, Et Seq. (“Private Attorneys General Act”)**

3 **(Against All Defendants)**

4 121. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
5 every allegation set forth above.

6 122. PAGA expressly establishes that any provision of the California Labor Code
7 which provides for a civil penalty to be assessed and collected by the LWDA, or any of its
8 departments, divisions, commissions, boards, agencies or employees for a violation of the
9 California Labor Code, may be recovered through a civil action brought by an aggrieved
10 employee on behalf of himself or herself, and other current or former employees.

11 123. Whenever the LWDA, or any of its departments, divisions, commissions, boards,
12 agencies, or employees has discretion to assess a civil penalty, a court in a civil action is
13 authorized to exercise the same discretion, subject to the same limitations and conditions, to assess
14 a civil penalty.

15 124. Plaintiff and the other hourly-paid or non-exempt employees or individuals who
16 performed work for Defendant during the statutory period are “aggrieved employees” as defined
17 by California Labor Code section 2699(c) in that they are all current or former employees of
18 Defendant, and one or more of the alleged violations was committed against them. As set forth in
19 detail above, during all times relevant to this Action, Defendant has routinely subjected Plaintiff
20 and the Aggrieved Employees to violations of California Labor Codes by:

21 **Failure to Pay Overtime**

22 125. Defendant’s failure to pay legally required overtime wages to Plaintiff and the
23 other Aggrieved Employees is in violation of the Wage Orders and constitutes unlawful or unfair
24 activity prohibited by California Labor Code sections 510 and 1198.

25 **Failure to Provide Meal Periods**

26 126. Defendant’s failure to provide legally required meal periods to Plaintiff and the
27 other Aggrieved Employees is in violation of the Wage Orders and constitutes unlawful or unfair
28 activity prohibited by California Labor Code sections 226.7 and 512(a).

1 **Failure to Provide Rest Periods**

2 127. Defendant's failure to provide legally required rest periods to Plaintiff and the
3 other Aggrieved Employees is in violation of the Wage Orders and constitutes unlawful or unfair
4 activity prohibited by California Labor Code section 226.7.

5 **Failure to Pay Minimum Wages**

6 128. Defendant's failure to pay legally required minimum wages to Plaintiff and the
7 other Aggrieved Employees is in violation of the Wage Orders and constitutes unlawful or unfair
8 activity prohibited by California Labor Code sections 1194, 1197 and 1197.1.

9 **Failure to Timely Pay Wages Upon Termination**

10 129. Defendant's failure to timely pay wages to Plaintiff and the other Aggrieved
11 Employees upon termination in accordance with Labor Code sections 201 and 202 constitutes
12 unlawful and/or unfair activity prohibited by California Labor Code sections 201 and 202.

13 **Failure to Timely Pay Wages During Employment**

14 130. Defendant's failure to timely pay wages to Plaintiff and the other Aggrieved
15 Employees during employment in accordance with Labor Code section 204 constitutes unlawful
16 and/or unfair activity prohibited by California Labor Code section 204.

17 **Failure to Provide Complete and Accurate Wage Statements**

18 131. Defendant's failure to provide complete and accurate wage statements to Plaintiff
19 and the other Aggrieved Employees in accordance with Labor Code section 226(a) constitutes
20 unlawful and/or unfair activity prohibited by California Labor Code section 226(a).

21 **Failure to Keep Complete and Accurate Payroll Records**

22 132. Defendant's failure to keep complete and accurate payroll records relating to
23 Plaintiff and the other Aggrieved Employees in accordance with California Labor Code section
24 1174(d) constitutes unlawful and/or unfair activity prohibited by California Labor Code section
25 1174(d).

26 **Failure to Reimburse Necessary Business-Related Expenses and Costs**

27 133. Defendants' failure to reimburse Plaintiff and the other aggrieved employees for
28 necessary business-related expenses and costs in accordance with California Labor Code sections

1 2800 and 2802 constitutes unlawful and/or unfair activity prohibited by California Labor Code
2 sections 2800 and 2802.

3 134. Pursuant to California Labor Code section 2699, Plaintiff, individually, and on
4 behalf of all Aggrieved Employees, requests and is entitled to recover from Defendant and each
5 of them, business expenses, unpaid wages, and/or untimely wages according to proof, interest,
6 attorneys' fees and costs pursuant to California Labor Code section 218.5, as well as all statutory
7 penalties against Defendant, and each of them, including but not limited to:

- 8 a. Penalties under California Labor Code section 2699 in the amount of a hundred
9 dollars (\$100) for each aggrieved employee per pay period for the initial violation,
10 and two hundred dollars (\$200) for each aggrieved employee per pay period for
11 each subsequent violation;
- 12 b. Penalties under California Code of Regulations Title 8 section 11010, et seq. in
13 the amount of fifty dollars (\$50) for each aggrieved employee per pay period for
14 the initial violation, and one hundred dollars (\$100) for each subsequent violation;
15 and
- 16 c. Penalties under California Labor Code section 210 in addition to, and entirely
17 independent and apart from, any other penalty provided in the California Labor
18 Code in the amount of a hundred dollars (\$100) for each aggrieved employee per
19 pay period for the initial violation, and two hundred dollars (\$200) for each
20 aggrieved employee per pay period for each subsequent violation; and
- 21 d. Any and all additional penalties and sums as provided by the California Labor
22 Code and/or other statutes.

23 135. Pursuant to California Labor Code section 2699(i), civil penalties recovered by
24 aggrieved employees shall be distributed as follows: seventy-five percent (75%) to the Labor and
25 Workforce Development Agency for the enforcement of labor laws and education of employers
26 and employees about their rights and responsibilities and twenty-five percent (25%) to the
27 aggrieved employees.

28 //

136. Further, Plaintiff is entitled to seek and recover reasonable attorneys' fees and costs pursuant to California Labor Code sections 210, 218.5 and 2699 and any other applicable statute.

137. Plaintiff has exhausted his administrative remedies pursuant to Labor Code section 2699.3. On December 9, 2024, Plaintiff, through his counsel of record, by online filing with the Labor and Workforce Development Agency (“LWDA”) and by certified mail to the Defendant, notified Defendant and the LWDA of the specific provisions of the Labor Code and IWC Wage Orders that Defendant has violated, including the facts and theories to support the violations, and of Plaintiff’s intent to bring a claim for civil penalties under PAGA. Plaintiff also paid the filing fee required under Labor Code section 2699.3. As of the filing of this Complaint, more than sixty-five (65) days have elapsed since the mailing of Plaintiff’s December 9, 2024 notice, and the Labor and Workforce Development Agency has not indicated that it intends to investigate the violations discussed in the notice. Accordingly, Plaintiff may commence a civil action to recover penalties for himself and other Aggrieved Employees pursuant to Labor Code section 2699.3.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of all other members of the general public similarly situated, prays for relief and judgment against Defendant, jointly and severally, as follows:

Class Certification

1. That this action be certified as a class action;
2. That Plaintiff be appointed as the representative of the Class;
3. That counsel for Plaintiff be appointed as Class Counsel; and
4. That Defendant provide to Class Counsel immediately the names and most current/last known contact information (address, e-mail and telephone numbers) of all class members.

//

//

//

1 **As to the First Cause of Action**

2 5. That the Court declare, adjudge and decree that Defendant violated California
3 Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay
4 all overtime wages due to Plaintiff and other Class Members;

5 6. For general unpaid wages at overtime wage rates and such general and special
6 damages as may be appropriate;

7 7. For pre-judgment interest on any unpaid overtime compensation commencing
8 from the date such amounts were due;

9 8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
10 California Labor Code section 1194; and

11 9. For such other and further relief as the Court may deem just and proper.

12 **As to the Second Cause of Action**

13 10. That the Court declare, adjudge and decree that Defendant violated California
14 Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to
15 provide all meal periods (including second meal periods) to Plaintiff and the Class;

16 11. That the Court make an award to Plaintiff and the Class of one (1) hour of pay at
17 each employee's regular rate of compensation for each workday that a meal period was not
18 provided;

19 12. For all actual, consequential, and incidental losses and damages, according to
20 proof;

21 13. For premium wages pursuant to California Labor Code section 226.7;

22 14. For pre-judgment interest on any unpaid wages from the date such amounts were
23 due;

24 15. For reasonable attorneys' fees and costs of suit incurred herein; and

25 16. For such other and further relief as the Court may deem just and proper.

26 **As to the Third Cause of Action**

27 17. That the Court declare, adjudge and decree that Defendant violated California
28 Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest

1 periods to Plaintiff and the Class;

2 18. That the Court make an award to Plaintiff and the Class of one (1) hour of pay at
3 each employee's regular rate of compensation for each workday that a rest period was not
4 provided;

5 19. For all actual, consequential, and incidental losses and damages, according to
6 proof;

7 20. For premium wages pursuant to California Labor Code section 226.7;

8 21. For pre-judgment interest on any unpaid wages from the date such amounts were
9 due; and

10 22. For such other and further relief as the Court may deem just and proper.

11 **As to the Fourth Cause of Action**

12 23. That the Court declare, adjudge and decree that Defendant violated California
13 Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to
14 Plaintiff and the Class;

15 24. For general unpaid wages and such general and special damages as may be
16 appropriate;

17 25. For statutory wage penalties pursuant to California Labor Code section 1197.1 for
18 Plaintiff and the Class in the amount as may be established according to proof at trial;

19 26. For pre-judgment interest on any unpaid compensation from the date such amounts
20 were due;

21 27. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
22 California Labor Code section 1194(a);

23 28. For liquidated damages pursuant to California Labor Code section 1194.2; and

24 29. For such other and further relief as the Court may deem just and proper.

25 **As to the Fifth Cause of Action**

26 30. That the Court declare, adjudge and decree that Defendant violated California
27 Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the
28 time of termination of the employment of Plaintiff and other Class Members no longer employed

1 by Defendant;

2 31. For all actual, consequential, and incidental losses and damages, according to
3 proof;

4 32. For statutory wage penalties pursuant to California Labor Code section 203 for
5 Plaintiff and other Class Members who have left Defendant's employ;

6 33. For pre-judgment interest on any unpaid compensation from the date such amounts
7 were due; and

8 34. For such other and further relief as the Court may deem just and proper.

9 **As to the Sixth Cause of Action**

10 35. That the Court declare, adjudge and decree that Defendant violated California
11 Labor Code section 204 by willfully failing to pay all compensation owed at the time required by
12 California Labor Code section 204 to Plaintiff and the Class;

13 36. For statutory penalties pursuant to California Labor Code section 210;

14 37. For such other and further relief as the Court deems just and proper.

15 **As to the Seventh Cause of Action**

16 38. That the Court declare, adjudge and decree that Defendant violated the record
17 keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as
18 to Plaintiff and the Class, and willfully failed to provide accurate itemized wage statements
19 thereto;

20 39. For actual, consequential and incidental losses and damages, according to proof;

21 40. For statutory penalties pursuant to California Labor Code section 226(e); and

22 41. For such other and further relief as the Court may deem just and proper.

23 **As to the Eight Cause of Action**

24 42. That the Court declare, adjudge and decree that Defendant violated California
25 Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the Class for
26 all necessary business-related expenses as required by California Labor Code sections 2800 and
27 2802;

28 //

43. For actual, consequential and incidental losses and damages, according to proof;

44. For the imposition of civil penalties and/or statutory penalties;

45. For reasonable attorneys' fees and costs of suit incurred herein; and

46. For such other and further relief as the Court may deem just and proper.

As to the Ninth Cause of Action

47. That the Court declare, adjudge and decree that Defendant Guaranty Chevrolet Motor Inc. violated California Business and Professions Code sections 17200, *et seq.* by failing to provide Plaintiff and the Class all overtime compensation due to them, failing to provide all meal and rest periods to Plaintiff and the Class, failing to pay at least minimum wages to Plaintiff and the Class, failing to pay Plaintiff's and other Class Members' wages timely as required by California Labor Code section 201, 202 and 204 and by violating California Labor Code sections 226(a), 1174(d), 2800, and 2802;

48. For restitution of unpaid wages to Plaintiff and the Class and all pre-judgment interest from the day such amounts were due and payable;

49. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendant Guaranty Chevrolet Motor Inc. and determined to have been wrongfully acquired by Defendant Guaranty Chevrolet Motor Inc. as a result of violation of California Business and Professions Code sections 17200, *et seq.*;

50. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5;

51. For injunctive relief to ensure compliance with this section, pursuant to California Business and Professions Code sections 17200, *et seq.*; and

52. For such other and further relief as the Court may deem just and proper.

As to the Tenth Cause of Action

53. For civil penalties and wages as permitted by law pursuant to California Labor Code sections 2699(a), (f) and (g) and 558 plus costs and attorneys' fees for violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 1198.5, 2800 and 2802; and

1 54. For such other and further relief as the Court may deem equitable and appropriate.

2
3 Dated: April 1, 2025

DOMB & RAUCHWERGER, LLP

4
5 By: 

6 ZACK I. DOMB
7 DEVIN E. RAUCHWERGER
8 MELISSA N. AVILA
9 ERIC Y. HAHN
10 *Attorneys for Plaintiff*
11 Reynaldo Martinez Figueroa

DEMAND FOR TRIAL BY JURY

Plaintiff demands a trial by jury as to all causes of action triable by a jury.

Dated: April 1, 2025

DOMB & RAUCHWERGER, LLP

By: 

ZACK I. DOMB
DEVIN E. RAUCHWERGER
MELISSA N. AVILA
ERIC Y. HAHN
Attorneys for Plaintiff
Reynaldo Martinez Figueroa

**PROOF OF SERVICE
(CCP § 1013(a) and 2015.5)**

I, the undersigned, am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; am employed with Domb & Rauchwerger LLP and my business address is 1055 East Colorado Blvd., Fifth Floor, Pasadena, California 91106. My e-mail address is jessica@dombrauchwerger.com.

On April 1, 2025, I served the foregoing documents entitled:

• FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT

on all the appearing and/or interested parties in this action by placing ☐ the original ☒ a true copy thereof enclosed in sealed envelope(s) addressed as follows:

Alexander Curry
FINE, BOGGS & PERKINS LLP
111 West Ocean Blvd., Suite 2400
Long Beach, CA 90802

Attorneys for Defendant,
Guaranty Chevrolet Motors, Inc.

E-Mail: acurry@employerlawyers.com
E-Mail: vspenik@employerlawyers.com
E-Mail: dreese@employerlawyers.com

☐ [by MAIL] - I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postage cancellation date or postage meter date is more than one day after date of deposit for mailing this affidavit.

☒ [by ELECTRONIC SERVICE] - Based on a court order or an agreement of the parties to accept service by electronic transmission, I caused the documents to be sent to the persons at the electronic notification address listed above.

☐ [by PERSONAL SERVICE] - I caused to be delivered by messenger such envelope(s) by hand to the office of the addressee(s). Such messenger is over the age of eighteen years and not a party to the within action and employed with Express Network, whose business address is 1605 W. Olympic Boulevard, Suite 800, Los Angeles, CA 90015.

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

Executed April 1, 2025, at Sacramento County, California.

Jessica Delgado

Print Name

By:



Signature