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FILED
Superior Court of California
County of Los Angeles
11/13/2026
David W. Slayton, Executive Officer / Clerk of Court
By: R. Lozano Deputy

IN THE SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

JOSE ARTURO NAVARRO, individually and on behalf of all others similarly situated,

Plaintiff,

v.

NOARUS INVESTMENTS INC. DBA NOARUS AUTO GROUP; and DOES 1 through 100,

Defendant(s).

Case No. 26STCV28021

FIRST AMENDED CLASS ACTION COMPLAINT

1. **Failure to Provide Compliant Meal Periods**
2. **Failure to Provide Compliant Rest Periods**
3. **Failure to Pay for All Hours Worked**
4. **Failure to Pay All Overtime Owed**
5. **Failure to Reimburse Work-Related Expenses**
6. **Failure to Maintain Accurate Payroll and Time Records**
7. **Wage Statement Penalties**
8. **Failure to Pay Wages Timely During Employment**
9. **Waiting Time Penalties**
10. **Violation of Unfair Competition Law**
11. **Private Attorneys General Act**

DEMAND FOR JURY TRIAL

RELEVANT PARTIES

1. Plaintiff Jose Arturo Navarro ("Plaintiff") is an adult resident of Los Angeles County, California.

2. Defendant Noarus Investments Inc. dba Noarus Auto Group ("Defendant") is a California corporation with its principal place of business located in Los Angeles County, California. Defendant is registered to and does conduct business in the State of California and is subject to the laws of the State of California. All acts and omissions of Defendant employees as alleged herein occurred while they were acting within the course and scope of their employment.

3. Plaintiff is unaware of the true names or capacities of the Defendants sued herein as DOES 1 through 100, inclusive ("Doe Defendants"), and therefore sues said Doe Defendants by such fictitious names. Plaintiff will seek leave of this Court to amend this Complaint to insert the true names and capacities of such Doe Defendants when such information has been obtained. Plaintiff is informed and believes, and based on such information and belief alleges, that each of the fictitiously named Doe Defendants has participated in some way in the wrongful acts and omissions alleged below, and is liable to Plaintiff for damages and other relief to which Plaintiff is entitled. Defendant and Doe Defendants are collectively referred to as "Defendants".

JURISDICTION AND VENUE

4. This action is properly filed in Los Angeles County because the acts and omissions that give rise to Plaintiff's claims took place in Los Angeles County, and Defendants transact substantial business in this County.

5. This Court has jurisdiction over Defendants because Defendants' unlawful conduct as alleged herein occurred in Los Angeles County, California and Plaintiff suffered damages from such conduct within Los Angeles County, California.

FACTUAL ALLEGATIONS

6. At all times relevant, Plaintiff was Defendants' employee.

7. Plaintiff was employed by Defendants from approximately September 2025 until March 17, 2026.

8. Plaintiff worked for Defendants as an Internet Sales employee. Plaintiff was paid on an hourly basis at a rate of $17.50 per hour, plus commissions. Plaintiff's regular paychecks were issued biweekly, and commissions were paid monthly and only when they exceeded his hourly earnings for the applicable period.

9. Plaintiff and the Class regularly worked shifts ranging from eight to twelve hours per day, approximately five days per week, and worked additional hours during busy holiday periods.

10. Plaintiff and the Class recorded their time by clocking in and out electronically through a timekeeping application that Defendants required them to access using their personal cell phones while connected to the dealership's Wi-Fi network.

11. Defendants failed to provide Plaintiff and the Class with uninterrupted meal periods as required by California law. Plaintiff's and the Class' meal periods were frequently missed or interrupted because they were required to continue assisting clients, and Defendants' management instructed employees to clock out for their meal periods and continue working. Despite not being provided with compliant meal breaks, Defendants did not pay premium pay for these missed breaks at Plaintiff's and the Class' regular rate of pay.

12. On days when Plaintiff and the Class worked shifts in excess of ten hours, Defendants failed to provide them with a second meal period, did not advise them of their right to a second meal period, and did not obtain any meal-period waiver from them.

13. Defendants failed to provide Plaintiff and the Class with compliant rest breaks because Defendants regularly failed to authorize, permit, or facilitate uninterrupted, duty-free ten-minute rest periods as required by California law. Defendants' workload and customer demands prevented Plaintiff and the Class from receiving compliant rest periods. Despite not being provided with compliant rest breaks, Defendants did not pay premium pay for these missed breaks at Plaintiff's and the Class' regular rate of pay.

14. Defendants failed to pay Plaintiff and the Class for all hours worked, including but not limited to time Plaintiff and the Class spent assisting customers and performing other work during unpaid meal periods, and therefore did not include all compensable time in Plaintiff's and the Class' recorded hours or pay minimum wage for each hour worked.

15. Defendants failed to pay Plaintiff and the Class all overtime owed. Plaintiff and the Class periodically worked hours in excess of eight hours per day and, during busy periods, additional hours that entitled them to overtime and, where applicable, double-time compensation, but they were not fully compensated for those hours. Overtime frequently went uncompensated, as it was only included on Plaintiff's and the Class' commission checks and only when they earned commissions.

16. Defendants failed to correctly calculate Plaintiff's and the Class' regular rate of pay, and as a result, underpaid Plaintiff's and the Class' overtime and premium pay. Specifically, Defendants did not include all qualifying commissions and non-discretionary compensation that Plaintiff and the Class earned when calculating Plaintiff's and the Class' regular rate of pay.

17. Defendants maintained a uniform policy of reimbursing employees $7.50 per pay period for cell-phone use. This reimbursement did not reasonably cover the required business use of Plaintiff's and the Class' personal cell phones, which Defendants required Plaintiff and the Class to use to perform their job duties, including recording their time through Defendants' timekeeping application.

18. Because Defendants' records omitted work performed during unpaid meal periods, missed rest periods, and other off-the-clock work, Defendants failed to maintain accurate and complete payroll and time records reflecting all hours worked by Plaintiff and the Class.

19. Defendants failed to timely pay Plaintiff and the Class all wages earned during their employment because omitted straight-time, overtime, premium wages, and earned commissions were not paid within the required payroll periods.

20. Defendants failed to provide Plaintiff and the Class with accurate wage statements because the wage statements issued to Plaintiff and the Class did not accurately list total wages owed and hours worked, among other things.

21. Due to Defendants' failure to pay all wages due to Plaintiff and the Class during their employment, it follows that Defendant failed to pay all wages due at the conclusion of Plaintiff's and the Waiting Time Subclass' employment as well. Therefore, Defendants are liable to Plaintiff and the Waiting Time Subclass for waiting time penalties.

CLASS ACTION ALLEGATIONS

22. The class is defined as the following: "All non-exempt employees who worked for Defendants in California from four years prior to filing the case to the date of certification or judgment, whichever is earlier."

23. The Waiting Time Subclass is defined as "all former non-exempt employees of Defendants who have worked in California during the Class Period and who are no longer employed by Defendants."

24. There is a well-defined community of interest in the litigation and the proposed class is ascertainable from Defendants' employment records.

a. Numerosity: The members of the class as defined are so numerous that joinder of all class members is impracticable.

b. Commonality: This action involves common questions of law and fact to the class because the action focuses on Defendants' course of conduct with respect to violating the Labor Code and IWC Wage Orders.

c. Typicality: Plaintiff's claims are typical of the claims of the class. Plaintiff was subjected to the same violations and seeks the same types of damages, restitution, and other relief as those of the members of the class.

d. Adequacy of Representation: Plaintiff will fairly and adequately represent and protect the interests of the class. Plaintiff understands the obligations as a class representative and is willing and able to fulfill them. Plaintiff's counsel is competent and experienced in litigating employment class actions and complex litigation matters like this.

e. Superiority of Class Action: A class action is superior to other available means for the efficient adjudication of this controversy. Class action treatment will allow similarly situated persons to pursue the claims in a manner that is most efficient and economical.

f. Public Policy Considerations: Employees are often afraid to assert their rights out of fear of retaliation; thus, class actions provide the class members with anonymity that allows for vindication of rights while protecting privacy.

25. There are common questions of law and fact including but not limited to:

a. Whether Defendants did not pay all minimum and overtime wages at the correct rates in violation of Labor Code sections 510, 1194, 1197, 1197.1, and 1198;

b. Whether Defendants violated Labor Code sections 1194 and 1197 for not paying at least the minimum wage for work off the clock;

c. Whether Defendants violated Labor Code sections 226.7 and 512 and Wage Order 7 by not providing lawful meal and rest breaks;

d. Whether Defendants violated Labor Code section 226 by providing inaccurate wage statements;

e. Whether Defendants violated Labor Code section 226.7 by not paying premium pay for missed meal and rest breaks;

f. Whether Defendants violated Labor Code section 2802 for not reimbursing necessary business expenses;

g. Whether Defendants violated Labor Code sections 1174(d) and 1174.5 by failing to maintain accurate payroll and time records;

h. Whether Defendants violated Labor Code sections 204 and 210 by failing to timely pay wages during employment;

i. Whether Defendants engaged in unfair competition; and

j. The amount of damages, wages, and penalties owed to Plaintiff and the class.

PAGA ALLEGATIONS

26. Pursuant to Labor Code section 2699(a), any provision of the Labor Code which provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency ("LWDA") for violations of the Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures outlined in Labor Code section 2699.3.

27. Pursuant to Labor Code section 2699.3, an aggrieved employee may pursue a civil action under PAGA after the following requirement have been met:

28. The aggrieved employee has provided written notice by online filing to the LWDA and by certified mail to the employer (hereinafter "Employee's Notice") of the specific provisions of the

Labor Code alleged to have been violated, including the facts and theories to support the alleged violations; and

29. The LWDA has provided notice (hereinafter "LWDA's Notice") to the employer and the aggrieved employee by certified mail that it does not intend to investigate the aggrieved employee's claims. Upon receipt of the LWDA's Notice, or if the LWDA does not provide such Notice within 65 calendar days of the postmark date of the Employee's Notice, the aggrieved employee may commence a civil action pursuant to Labor Code section 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

30. On September 2, 2026, Plaintiff provided written notice by online filing to the LWDA and by certified mail to Defendants of specific provisions of the Labor Code alleged to have been violated by Defendants, including the facts and theories to support the alleged violations.

31. The 65-day notice period has elapsed, and the LWDA did not provide Plaintiff with written notice that it intends to investigate the alleged violations of the Labor Code. Thus, Plaintiff seeks PAGA Penalties on behalf of all Aggrieved Employees.

32. The Aggrieved Employees are defined as "All nonexempt, hourly employees, current and former, who were employed by Defendants in California within one year prior to September 2, 2026, through final disposition of this action."

FIRST CAUSE OF ACTION

Failure to Provide Compliant Meal Periods

By Plaintiff and the Class Against All Defendants

33. Plaintiff incorporates by reference the paragraphs above.

34. Labor Code section 512 and the Wage Orders provide that "an employer shall not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes" or "for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes".

35. An employer provides compliant meal breaks to its employees "if it relieves its employees of all duty, relinquishes control over their activities and permits them a reasonable opportunity to

take an uninterrupted 30-minute break." (*Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004, 1040 (2012)).

36. Not only must an employer affirmatively relieve its employees of all duty during their meal breaks, it also must not "impede or discourage" its employees from taking compliant meal breaks. (*Brinker*, supra).

37. Defendants failed to provide Plaintiff and the Class with compliant meal breaks as alleged herein.

38. For each day that Defendants failed to provide Plaintiff and the Class with a compliant meal break, Defendants were required to remit premium pay pursuant to Labor Code section 226.7(c), which is one additional hour of pay at Plaintiff's and the Class' regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*, 11 Cal. 5th 858 (2021)).

39. Defendants failed to pay premium pay at Plaintiff's and the Class' regular rate of pay for each day a meal break was missed.

40. Plaintiff and the Class are therefore entitled to recover premium pay for missed meal breaks, interest, penalties, attorney fees, and costs.

SECOND CAUSE OF ACTION

Failure to Provide Compliant Rest Periods

By Plaintiff and the Class Against All Defendants

41. Plaintiff incorporates by reference the paragraphs above.

42. Labor Code section 226.7 and the Wage Orders requires employers to authorize and permit its employees to take rest periods based on the total hours worked daily at the rate of 10 minutes net per four hours or major fraction thereof.

43. Furthermore, "[d]uring rest periods employers must relieve employees of all duties and relinquish control over how employees spend their time." (*Augustus v. ABM Sec. Servs., Inc*., 2 Cal. 5th 257, 269 (2016)).

44. Defendants failed to provide Plaintiff and the Class with compliant rest breaks as alleged herein.

45. For each day that Defendants failed to provide Plaintiff and the Class with a compliant rest break, Defendants were required to remit premium pay pursuant to Labor Code section 226.7(c), which is one additional hour of pay at Plaintiff's and the Class' regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*, 11 Cal. 5th 858 (2021)).

46. Defendants failed to pay premium pay at Plaintiff's and the Class' regular rate of pay for each day a rest break was missed.

47. Plaintiff and the Class are therefore entitled to recover premium pay for missed rest breaks, interest, penalties, attorney fees, and costs.

THIRD CAUSE OF ACTION

Failure to Pay for All Hours Worked

By Plaintiff and the Class Against All Defendants

48. Plaintiff incorporates by reference the paragraphs above.

49. Labor Code sections 558 and 1194 and the Wage Orders require an employer to pay employees minimum wages for all hours worked fewer than eight hours in a day and/or fewer than 40 hours in a workweek.

50. Defendants failed to pay Plaintiff and the Class for all hours worked as alleged herein.

51. Plaintiff and the Class are therefore entitled to recover all unpaid wages, liquidated damages, interest, penalties, attorney fees, and costs.

FOURTH CAUSE OF ACTION

Failure to Pay All Overtime Owed

By Plaintiff and the Class Against All Defendants

52. Plaintiff incorporates by reference the paragraphs above.

53. Labor Code section 510 provides that "[a]ny work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee."

54. Defendants failed to pay Plaintiff and the Class all overtime wages owed as alleged herein.

55. Plaintiff and the Class are therefore entitled to recover all unpaid overtime wages, liquidated damages, interest, penalties, attorney fees, and costs.

FIFTH CAUSE OF ACTION

Failure To Reimburse Work-Related Expenses

By Plaintiff and the Class Against All Defendants

56. Plaintiff incorporates by reference the paragraphs above.

57. Pursuant to Labor Code section 2802, an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the employee's discharge of his or her duties.

58. Defendants failed to reimburse Plaintiff and the Class for all work-related expenses as alleged herein.

59. Plaintiff and the Class are therefore entitled to reimbursement for all work-related expenses, penalties, attorney fees, and costs.

SIXTH CAUSE OF ACTION

Failure to Maintain Accurate Payroll and Time Records

By Plaintiff and the Class Against All Defendants

60. Plaintiff incorporates by reference the paragraphs above.

61. Labor Code section 1174(d) and the Wage Orders require employers to keep accurate records showing, among other things, the hours worked daily by and the wages paid to their employees. Labor Code section 1174.5 provides for a civil penalty against any employer who fails to maintain accurate and complete records as required.

62. Defendants failed to maintain accurate and complete payroll and time records because their records omitted work performed during unpaid meal periods, missed rest periods, and other off-the-clock work performed by Plaintiff and the Class.

63. Plaintiff and the Class are therefore entitled to the recovery of penalties, attorney fees, and costs.

SEVENTH CAUSE OF ACTION

Wage Statement Penalties

By Plaintiff and the Class Against All Defendants

64. Plaintiff incorporates by reference the paragraphs above.

65. Labor Code section 226(a) requires employers to provide itemized wage statements to its employees that identify accurate information regarding their compensation. Defendants, as a matter of policy and practice, failed in its affirmative obligation to provide accurate itemized wage statements to Plaintiff and the Class in violation of Labor Code section 226(a).

66. As alleged herein, the wage statements that Defendants issued to Plaintiff and the Class were inaccurate and incomplete.

67. Defendants knowingly and intentionally issued wage statements that were inaccurate and incomplete, and the issuance of inaccurate and incomplete wage statements caused injury to Plaintiff and the Class in that Plaintiff and the Class were unable to accurately verify and/or calculate their wages.

68. Plaintiff and the Class are therefore entitled to the recovery of wage statement penalties, attorney fees, and costs.

EIGHTH CAUSE OF ACTION

Failure to Pay Wages Timely During Employment

By Plaintiff and the Class Against All Defendants

69. Plaintiff incorporates by reference the paragraphs above.

70. Labor Code section 204 requires that all wages earned by any person in any employment are due and payable within the times designated by that section. Labor Code section 210 provides for penalties against an employer who fails to pay wages within the time required.

71. As alleged herein, any omitted straight-time, overtime, premium wages, or earned commissions were not paid to Plaintiff and the Class within the required payroll periods.

72. Plaintiff and the Class are therefore entitled to the recovery of penalties pursuant to Labor Code section 210, attorney fees, and costs.

NINTH CAUSE OF ACTION

Waiting Time Penalties

By Plaintiff and the Waiting Time Subclass Against All Defendants

73. Plaintiff incorporates by reference the paragraphs above.

74. Labor Code sections 201 and 202 require that an employer provide an employee with all wages due and payable either: (a) immediately upon termination, or (b) within 3 days of the employee's resignation.

75. Labor Code section 203 provides that if an employer willfully fails to pay wages owed in accordance with Labor Code sections 201 or 202, then the wages of the employee continue as a penalty from the due date at the same rate until paid or until an action is commenced, not to exceed thirty days.

76. As alleged herein, Defendants willfully did not pay Plaintiff and the Waiting Time Subclass all wages owed at the conclusion of employment.

77. Plaintiff and the Waiting Time Subclass are therefore entitled to the recovery of waiting time penalties, interest, attorney fees, and costs.

TENTH CAUSE OF ACTION

Violation of Unfair Competition Law

By Plaintiff and the Class Against All Defendants

78. Plaintiff incorporates by reference the paragraphs above.

79. Defendants' conduct described herein constitutes unfair competition.

80. Specifically, Defendants have gained an unfair advantage over other similarly situated businesses by unlawfully reducing their overhead costs by not paying their employees what they are owed.

81. Pursuant to Business and Professions Code 17203, Plaintiff and the Class are entitled to restitution of all wrongfully withheld wages.

82. Plaintiff and the Class may recover attorney fees pursuant to Code of Civil Procedure section 1021.5.

ELEVENTH CAUSE OF ACTION

Private Attorneys General Act

By Plaintiff and the Aggrieved Employees Against All Defendants

83. Plaintiff incorporates by reference the paragraphs above.

84. PAGA permits Plaintiff and the Aggrieved Employees to recover civil penalties for the violation(s) of the Labor Code.

85. As alleged herein, Defendants' conduct violates numerous sections of the Labor Code.

86. With respect to violations of Labor Code sections 226.7 and 558 for Defendants' failure to provide Plaintiff and the Aggrieved Employees with compliant meal periods or compensation in lieu thereof, the penalties in Labor Code sections 558 and 2699 apply.

87. With respect to violations of Labor Code section 226.7 for Defendants' failure to provide Plaintiff and the Aggrieved Employees with compliant rest periods or compensation in lieu thereof, the penalties in Labor Code section 2699 apply.

88. With respect to violations of Labor Code section 1197 for Defendants' failure to compensate Plaintiff and the Aggrieved Employees for all minimum wages earned, the penalties in Labor Code sections 1197.1 and 2699 apply.

89. With respect to violations of Labor Code section 510 for Defendants' failure to compensate Plaintiff and the Aggrieved Employees for all overtime wages earned, the penalties in Labor Code sections 558, 1197.1, and 2699 apply.

90. With respect to violations of Labor Code section 226(a) for failure to provide accurate wage statements to Plaintiff and the Aggrieved Employees, the penalties in Labor Code sections 226.3 and 2699 apply.

91. With respect to violations of Labor Code section 203 for failure to pay all wages due to Plaintiff and the Aggrieved Employees and the conclusion of their employment, the penalties in Labor Code section 2699 apply.

92. With respect to violations of Labor Code section 2802 for failure to reimburse Plaintiff and the Aggrieved Employees for all work-related expenses, the penalties in Labor Code section 2699 apply.

93. Pursuant to Labor Code section 2699(k)(1), Plaintiff further seeks public injunctive relief in the form of an Order enjoining Defendants from continuing to violate the California Labor Code in the manner alleged herein.

94. Additionally, Plaintiff and the Aggrieved Employees are entitled to attorney's fees pursuant to Labor Code section 2699(g).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of all others similarly situated, prays for judgment against Defendants as follows:

As to Causes of Action One Through Ten

1. Class certification
2. Appointment of Plaintiff as class representative
3. Appointment of Plaintiff's Counsel as class counsel

First Cause of Action

1. Damages and/or penalties pursuant to Labor Code section 226.7
2. Interest
3. Attorneys' fees
4. Costs
5. Other relief the court deems proper

Second Cause of Action

1. Damages and/or penalties pursuant to Labor Code section 226.7
2. Interest
3. Attorneys' fees
4. Costs
5. Other relief the court deems proper

Third Cause of Action

1. Damages and/or penalties pursuant to Labor Code sections 558, 1194, 1197, and 1197.1
2. Liquidated damages
3. Interest

4. Attorneys' fees

5. Costs

6. Other relief the court deems proper

Fourth Cause of Action

1. Damages and/or penalties pursuant to Labor Code sections 510, 558, and 1194

2. Interest

3. Attorneys' fees

4. Costs

5. Other relief the court deems proper

Fifth Cause of Action

1. Reimbursement of all work-related expenses

2. Attorneys' fees

3. Costs

4. Other relief the court deems proper

Sixth Cause of Action

1. Penalties pursuant to Labor Code sections 1174(d) and 1174.5

2. Attorneys' fees

3. Costs

4. Other relief the court deems proper

Seventh Cause of Action

1. Penalties pursuant to Labor Code section 226

2. Attorneys' fees

3. Costs

4. Other relief the court deems proper

Eighth Cause of Action

1. Penalties pursuant to Labor Code sections 204 and 210

2. Attorneys' fees

3. Costs

4. Other relief the court deems proper

Ninth Cause of Action

1. Penalties pursuant to Labor Code section 203

2. Attorneys' fees

3. Costs

4. Other relief the court deems proper

Tenth Cause of Action

1. Restitution of all wrongfully withheld wages

2. Attorneys' fees

3. Costs

4. Other relief the court deems proper

Eleventh Cause of Action

1. All applicable civil penalties available pursuant to Labor Code section 2698, et seq.

2. Public injunctive relief in the form of an Order enjoining Defendants from continuing to violate the California Labor Code in the manner alleged herein

3. Attorneys' fees

4. Costs

5. Other relief the court deems proper

DATED: November 13, 2026

/s/ Adam Rose
ADAM ROSE
MIKE RACHMANN
Attorneys for Plaintiff
JOSE ARTURO NAVARRO

JURY TRIAL DEMAND

Plaintiff hereby demands a trial by jury on all issues so triable.

DATED: November 13, 2026

/s/ Adam Rose
ADAM ROSE
MIKE RACHMANN
Attorneys for Plaintiff
JOSE ARTURO NAVARRO