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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **IN AND FOR THE COUNTY OF ALAMEDA**

10
11 TUYEN TA, on behalf of the State of
California, as a private attorney general,

12
13 Plaintiff,

14 vs.

15
16 EUROMOTORS, INC., a corporation;
EUROMOTORS ROCKLIN, INC., a
17 corporation; EUROMOTORS
OAKLAND, INC., a corporation;
18 EUROMOTORS MONTEREY, INC., a
corporation; EUROMOTORS
19 HOLDINGS II, LLC, a limited liability
company; and DOES 1 through 50,
20 inclusive,

21 Defendants.
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ELECTRONICALLY FILED

Superior Court of California,

County of Alameda

09/23/2025 at 01:25:17 PM

By: Andrel Gospel,

Deputy Clerk

Case No. **25CV144473**

REPRESENTATIVE ACTION
COMPLAINT FOR:

1. Civil Penalties Pursuant to Labor Code
§ 2699 for violations of Labor Code
§§ 201, 202, 203, 204, 210, 226(a), 226.7,
246, 510, 512, 558(a)(1)(2), 1194, 1197,
1197.1, 1198, 2802, California Code of
Regulations, Title 8, Section 11040,
Subdivision 5(A)-(B), and the applicable
Wage Order(s).

1 Plaintiff Tuyen Ta (“PLAINTIFF”), on behalf of the people of the State of California
2 and as an “aggrieved employee” acting as a private attorney general under the Labor Code
3 Private Attorney General Act of 2004, § 2699, (“PAGA”) only, alleges on information and
4 belief, except for his own acts and knowledge which are based on personal knowledge, the
5 following:

6 **INTRODUCTION**

7 1. PLAINTIFF brings this action against defendants Euromotors, Inc., Euromotors
8 Rocklin, Inc., Euromotors Oakland, Inc., Euromotors Monterey, Inc., and Euromotors Holdings
9 II, LLC (referred to as “DEFENDANT”) seeking only to recover PAGA civil penalties on
10 behalf of all current and former aggrieved employees that worked for DEFENDANT.
11 PLAINTIFF does **not seek to recover anything other than penalties as permitted by**
12 **California Labor Code § 2699**. To the extent that statutory violations are mentioned for wage
13 violations, PLAINTIFF does not seek underlying general and/or special damages for those
14 violations, but simply the civil penalties permitted by California Labor Code § 2699.

15 2. California has enacted the PAGA which permits PLAINTIFF to bring an action
16 for PAGA penalties *only*, which is the precise and sole nature of this action.

17 3. Accordingly, PLAINTIFF seeks to obtain all applicable relief for
18 DEFENDANT’s violations under PAGA and solely for the relief as permitted by PAGA – that
19 is, penalties and any other relief the Court deems proper pursuant to the PAGA. Nothing in this
20 complaint should be construed as attempting to obtain any relief that would not be available in
21 a PAGA-only action.

22 4. PLAINTIFF is not suing in his individual capacity; he is proceeding
23 herein solely under the PAGA, on behalf of the State of California for all aggrieved employees.
24 Nothing in this complaint should be construed as PLAINTIFF suing in his individual capacity.

25 **THE PARTIES**

26 5. Euromotors, Inc. is a corporation that at all relevant times mentioned herein
27 conducted and continues to conduct substantial business in California.
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1 6. Euromotors Rocklin, Inc. is a corporation that at all relevant times mentioned
2 herein conducted and continues to conduct substantial business in California.

3 7. Euromotors Oakland, Inc. is a corporation that at all relevant times mentioned
4 herein conducted and continues to conduct substantial business in California.

5 8. Euromotors Monterey, Inc. is a corporation that at all relevant times mentioned
6 herein conducted and continues to conduct substantial business in California.

7 9. Euromotors Holdings II, LLC is a limited liability company that at all relevant
8 times mentioned herein conducted and continues to conduct substantial business in California.
9 Euromotors, Inc., Euromotors Rocklin, Inc., Euromotors Oakland, Inc., Euromotors Monterey,
10 Inc., and Euromotors Holdings II, LLC were the joint employers of PLAINTIFF as evidenced
11 by paycheck and by the company PLAINTIFF performed work for respectively, and are
12 therefore jointly responsible as employers for the conduct alleged herein, and are therefore
13 collectively referred to herein as ("DEFENDANT").

14 10. DEFENDANT is an auto dealership that focuses on the sale and service of luxury
15 European vehicles.

16 11. PLAINTIFF was employed by DEFENDANT in California from September of
17 2024 to February 3, 2025. PLAINTIFF was at all times classified by DEFENDANT as a non-
18 exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest
19 periods and payment of minimum and overtime wages due for all time worked.

20 12. PLAINTIFF, and such persons that may be added from time to time who satisfy
21 the requirements and exhaust the administrative procedures under the Private Attorney General
22 Act, brings this Representative Action on behalf of the State of California with respect to all
23 individuals who are or previously were employed by Euromotors, Inc. and/or Euromotors
24 Rocklin, Inc. and/or Euromotors Oakland, Inc. and/or Euromotors Monterey, Inc. and/or
25 Euromotors Holdings II, LLC in California, including any employees staffed with Euromotors,
26 Inc. and/or Euromotors Rocklin, Inc. and/or Euromotors Oakland, Inc. and/or Euromotors
27 Monterey, Inc. and/or Euromotors Holdings II, LLC by a third party, and classified as non-
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1 exempt employees ("AGGRIEVED EMPLOYEES") during the time period of July 11, 2024
2 until a date as determined by the Court (the "PAGA PERIOD").

3 13. PLAINTIFF, on behalf of all AGGRIEVED EMPLOYEES presently or
4 formerly employed by DEFENDANT during the PAGA PERIOD, brings this representative
5 action pursuant to Labor Code § 2699 seeking fixed civil penalties for DEFENDANT's
6 violation of California Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 246, 510, 512,
7 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8,
8 Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s). Based upon the
9 foregoing, PLAINTIFF and all AGGRIEVED EMPLOYEES are aggrieved employees
10 within the meaning of Labor Code § 2699.

11 14. The true names and capacities, whether individual, corporate, subsidiary,
12 partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are
13 presently unknown to PLAINTIFF who therefore sues these Defendants by such fictitious
14 names pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this
15 Complaint to allege the true names and capacities of Does 1 through 50, inclusive, when
16 they are ascertained. PLAINTIFF is informed and believes, and based upon that information
17 and belief alleges, that the Defendants named in this Complaint, including DOES 1 through
18 50, inclusive, are responsible in some manner for one or more of the events and happenings
19 that proximately caused the injuries and damages hereinafter alleged.

20 15. The agents, servants and/or employees of the Defendants and each of them
21 acting on behalf of the Defendants acted within the course and scope of his, her or its
22 authority as the agent, servant and/or employee of the Defendants, and personally
23 participated in the conduct alleged herein on behalf of the Defendants with respect to the
24 conduct alleged herein. Consequently, the acts of each Defendant are legally attributable to
25 the other Defendants and all Defendants are jointly and severally liable to PLAINTIFF and
26 all the AGGRIEVED EMPLOYEES, for the loss sustained as a proximate result of the
27 conduct of the Defendants' agents, servants and/or employees.
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THE CONDUCT

16. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for all their time worked, meaning the time during which an employee is subject to the control of an employer, including all the time the employee is suffered or permitted to work. DEFENDANT requires PLAINTIFF and the AGGRIEVED EMPLOYEES to work without paying them for all the time they are under DEFENDANT's control. Among other things, DEFENDANT requires PLAINTIFF to work while clocked out during what is supposed to be PLAINTIFF's off-duty meal break. PLAINTIFF was from time to time interrupted by work assignments while clocked out for what should have been PLAINTIFF's off-duty meal break. DEFENDANT, as a matter of established company policy and procedure, administers a uniform practice of rounding the actual time worked and recorded by PLAINTIFF and the AGGRIEVED EMPLOYEES, always to the benefit of DEFENDANT, so that during the course of their employment, PLAINTIFF and the AGGRIEVED EMPLOYEES are paid less than they would have been paid had they been paid for actual recorded time rather than "rounded" time. As a result, PLAINTIFF and the AGGRIEVED EMPLOYEES forfeit minimum wage, overtime wage compensation, and off-duty meal breaks by working without their time being correctly recorded and without compensation at the applicable rates. DEFENDANT's policy and practice not to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for all time worked, is evidenced by DEFENDANT's business records.

17. As a result of their rigorous work schedules, PLAINTIFF and the AGGRIEVED EMPLOYEES were from time to time unable to take thirty (30) minute off duty meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF and the AGGRIEVED EMPLOYEES were required from time to time to perform work as ordered by DEFENDANT for more than five (5) hours during some shifts without receiving a meal break. Further, DEFENDANT from time to time failed to provide PLAINTIFF and AGGRIEVED EMPLOYEES with a second off-duty meal period for some workdays in

1 which these employees were required by DEFENDANT to work ten (10) hours of work.
2 DEFENDANT also engaged in the practice of rounding the meal period times to avoid
3 paying penalties to PLAINTIFF and the AGGRIEVED EMPLOYEES. PLAINTIFF and the
4 AGGRIEVED EMPLOYEES therefore forfeit meal breaks without additional compensation
5 and in accordance with DEFENDANT's corporate policy and practice.

6 18. During the PAGA PERIOD, PLAINTIFF and the AGGRIEVED
7 EMPLOYEES were also required from time to time to work in excess of four (4) hours
8 without being provided ten (10) minute rest periods. Further, these employees were denied
9 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2)
10 to four (4) hours from time to time, a first and second rest period of at least ten (10) minutes
11 for some shifts worked of between six (6) and eight (8) hours from time to time, and a first,
12 second and third rest period of at least ten (10) minutes for some shifts worked of ten (10)
13 hours or more from time to time. PLAINTIFF and the AGGRIEVED EMPLOYEES were
14 also not provided with one hour wages in lieu thereof. Additionally, the applicable
15 California Wage Order requires employers to provide employees with off-duty rest periods,
16 which the California Supreme Court defined as time during which an employee is relieved
17 from all work related duties and free from employer control. In so doing, the Court held that
18 the requirement under California law that employers authorize and permit all employees to
19 take rest period means that employers must relieve employees of all duties and relinquish
20 control over how employees spend their time which includes control over the locations
21 where employees may take their rest period. Employers cannot impose controls that prohibit
22 an employee from taking a brief walk - five minutes out, five minutes back. Here,
23 DEFENDANT's policy restricted PLAINTIFF and the AGGRIEVED EMPLOYEES from
24 unconstrained walks and is unlawful based on DEFENDANT's rule which states
25 PLAINTIFF and the AGGRIEVED EMPLOYEES cannot leave the work premises during
26 their rest period.

27 19. During the PAGA PERIOD, DEFENDANT failed to accurately record and
28 pay PLAINTIFF and the AGGRIEVED EMPLOYEES for the actual amount of time these

1 employees worked. Pursuant to the Industrial Welfare Commission Wage Orders,
2 DEFENDANT was required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for
3 all time worked, meaning the time during which an employee was subject to the control of
4 an employer, including all the time the employee was permitted or suffered to permit this
5 work. DEFENDANT required these employees to work off the clock without paying them
6 for all the time they were under DEFENDANT's control. As such, DEFENDANT knew or
7 should have known that PLAINTIFF and the AGGRIEVED EMPLOYEES were under
8 compensated for all time worked. As a result, PLAINTIFF and the AGGRIEVED
9 EMPLOYEES forfeited time worked by working without their time being accurately
10 recorded and without compensation at the applicable minimum wage and overtime wage
11 rates. To the extent that the time worked off the clock does not qualify for overtime
12 premium payment, DEFENDANT failed to pay minimum wages for the time worked off-
13 the-clock in violation of Cal. Lab. Code §§ 1194, 1197, and 1197.1.

14 20. From time to time, DEFENDANT also failed to provide PLAINTIFF and the
15 AGGRIEVED EMPLOYEES with complete and accurate wage statements which failed to
16 show, among other things, the correct gross and net wages earned. Cal. Lab. Code § 226
17 provides that every employer shall furnish each of his or her employees with an accurate
18 itemized wage statement in writing showing, among other things, gross wages earned and all
19 applicable hourly rates in effect during the pay period and the corresponding amount of time
20 worked at each hourly rate. PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on
21 an hourly basis. As such, the wage statements should reflect all applicable hourly rates
22 during the pay period and the total hours worked, and the applicable pay period in which the
23 wages were earned pursuant to California Labor Code Section 226(a). The wage statements
24 DEFENDANT provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to
25 identify such information. More specifically, the wage statements failed to identify the
26 accurate total hours worked each pay period. When the hours shown on the wage statements
27 were added up, they did not equal the actual total hours worked during the pay period in
28 violation of Cal. Lab. Code 226(a)(2). Aside, from the violations listed above in this

1 paragraph, DEFENDANT failed to issue to PLAINTIFF an itemized wage statement that
2 lists all the requirements under California Labor Code 226. As a result, DEFENDANT from
3 time to time provided PLAINTIFF and the AGGRIEVED EMPLOYEES with wage
4 statements which violated Cal. Lab. Code § 226.

5 21. Cal. Lab. Code § 204(d) provides, the requirements of this section shall be
6 deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if
7 the wages are paid not more than seven (7) calendar days following the close of the payroll
8 period. Cal. Lab. Code § 210 provides:

9 in [I]n addition to, and entirely independent and apart from, any other penalty provided
10 this article, every person who fails to pay the wages of each employee as provided in
11 Sections. . . .204. . . shall be subject to a civil penalty as follows: (1) For any initial
12 violation, one hundred dollars (\$100) for each failure to pay each employee; (2) For
each subsequent violation, or any willful or intentional violation, two hundred dollars
(\$200) for each failure to pay each employee, plus 25 percent of the amount
unlawfully withheld.

13 22. DEFENDANT from time to time failed to pay PLAINTIFF and the
14 AGGRIEVED EMPLOYEES within seven (7) days of the close of the payroll period in
15 accordance with Cal. Lab. Code § 204(d), including but not limited to the “Hourly” regular
16 wage payments.

17 23. DEFENDANT failed to comply with California’s paid sick leave laws in
18 violation of Cal. Lab. Code § 246 in that DEFENDANT underpaid sick pay to PLAINTIFF
19 and other AGGRIEVED EMPLOYEES.

20 24. DEFENDANT intentionally and knowingly failed to reimburse and indemnify
21 PLAINTIFF and the AGGRIEVED EMPLOYEES for required business expenses incurred
22 by the PLAINTIFF and the AGGRIEVED EMPLOYEES in direct consequence of
23 discharging their duties on behalf of DEFENDANT. Under California Labor Code Section
24 2802, employers are required to indemnify employees for all expenses incurred in the course
25 and scope of their employment. Cal. Lab. Code § 2802 expressly states that "an employer
26 shall indemnify his or her employee for all necessary expenditures or losses incurred by the
27 employee in direct consequence of the discharge of his or her duties, or of his or her
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1 obedience to the directions of the employer, even though unlawful, unless the employee, at
2 the time of obeying the directions, believed them to be unlawful."

3 25. In the course of their employment PLAINTIFF and the AGGRIEVED
4 EMPLOYEES as a business expense, were required by DEFENDANT to use their own
5 personal cellular phones as a result of and in furtherance of their job duties as employees for
6 DEFENDANT but are not reimbursed or indemnified by DEFENDANT for the cost
7 associated with the use of their personal cellular phones for DEFENDANT's benefit.
8 Specifically, PLAINTIFF and the AGGRIEVED EMPLOYEES were required by
9 DEFENDANT to use their personal cellular phones. As a result, in the course of their
10 employment with DEFENDANT, PLAINTIFF and the AGGRIEVED EMPLOYEES
11 incurred unreimbursed business expenses which included, but were not limited to, costs
12 related to the use of their personal cellular phones all on behalf of and for the benefit of
13 DEFENDANT.

14 26. The employment of PLAINTIFF and some AGGRIEVED EMPLOYEES has
15 terminated and DEFENDANT has not tendered payment of all wages owed as required by
16 law in violation of the California Labor Code, Sections 201, 202, 203.

17 18 **JURISDICTION AND VENUE**

19 27. This Court has jurisdiction over this Action pursuant to California Code of
20 Civil Procedure, Section 410.10.

21 28. Venue is proper in this Court pursuant to California Code of Civil Procedure,
22 Sections 395.5 and 393, because DEFENDANT operates in locations across California,
23 employs AGGRIEVED EMPLOYEES across California, including in this County, and
24 committed the wrongful conduct herein alleged in this County against AGGRIEVED
25 EMPLOYEES.

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1 employer of the specific provisions of this code alleged to have been violated as required by
2 Labor Code § 2699.3. See **Exhibit #1**, attached hereto and incorporated by this reference
3 herein. The statutory waiting period for PLAINTIFF to add these allegations to the
4 Complaint has expired. As a result, pursuant to Section 2699.3, PLAINTIFF may now
5 commence a representative civil action under PAGA pursuant to Section 2699 as the proxy
6 of the State of California with respect to all AGGRIEVED EMPLOYEES as herein defined.

7 33. The policies, acts and practices heretofore described were and are an unlawful
8 business act or practice because DEFENDANT (a) failed to provide PLAINTIFF and the
9 AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly
10 record and provide legally required meal and rest periods, (c) failed to pay minimum wages,
11 (d) failed to pay overtime wages and sick pay wages, (e) failed to reimburse employees for
12 required expenses, and (f) failed to provide wages when due, all in violation of the
13 applicable Labor Code sections listed in Labor Code §§ 201, 202, 203, 204, 210, 226(a),
14 226.7, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of
15 Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage
16 Order(s), and thereby gives rise to civil penalties as a result of such conduct.¹ PLAINTIFF
17 hereby seeks recovery of only civil penalties as prescribed by the Labor Code Private
18 Attorney General Act of 2004 as the representative of the State of California for the illegal
19 conduct perpetrated on PLAINTIFF and the AGGRIEVED EMPLOYEES.

20 21 **PRAYER FOR RELIEF**

22 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and
23 severally, as follows:

24 1. On behalf of the State of California and with respect to all AGGRIEVED
25 EMPLOYEES:

26 A) Recovery of civil penalties as prescribed by the Labor Code Private

27 ¹Plaintiff specifically excludes and/or does not allege any claims under California Labor
28 Code §558(a)(3).

1 Attorneys General Act of 2004; and,

2 B) An award of attorneys' fees and cost of suit, as allowable under the
3 law, including, but not limited to, pursuant to Labor Code §2699.

4 Dated: September 23, 2025 BLUMENTHAL NORDREHAUG BHOWMIK
5 DE BLOUW LLP

6
7 By: /s/ Norman Blumenthal
8 Norman B. Blumenthal
9 Kyle R. Nordrehaug
10 Nicholas J. De Blouw
11 *Attorneys for Plaintiff*
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EXHIBIT 1

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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July 11, 2025
CA3657

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

EUROMOTORS, INC.
Certified Mail #9589071052700057737901
LUKE SMITH
2233 GELLERT BLVD
SOUTH SAN FRANCISCO, CA 94080

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204, 210, 226(a), 226.7, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and Violation of Applicable Industrial Welfare Commission Wage Order(s) brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

This letter serves as a written notice under California Labor Code Section 2699.3 on behalf of Tuyen Ta (“Plaintiff”) and all other Aggrieved Employees of Euromotors, Inc. and/or Euromotors Rocklin, Inc. and/or Euromotors Oakland, Inc. and/or Euromotors Monterey, Inc. and/or Euromotors Holdings II, LLC (“Defendant”). “Aggrieved Employees” refers to all individuals who are or previously were employed by Euromotors, Inc. and/or Euromotors Rocklin, Inc. and/or Euromotors Oakland, Inc. and/or Euromotors Monterey, Inc. and/or Euromotors Holdings II, LLC in California, including any employees staffed with Euromotors, Inc. and/or Euromotors Rocklin, Inc. and/or Euromotors Oakland, Inc. and/or Euromotors Monterey, Inc. and/or Euromotors Holdings II, LLC by a third party, and classified as non-exempt employees during the time period of July 11, 2024 until a date as determined by the Court (“PAGA Period”). Our offices represent Plaintiff and other Aggrieved Employees in a lawsuit against Defendant. Plaintiff was employed by Defendant in California from September of 2024 to February 3, 2025. Plaintiff was at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages, for all of their non-compliant meal and rest breaks, for all of their

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time spent working off the clock as described further below, and for business expenses incurred but not reimbursed.

Plaintiff worked as a Service Advisor at Mercedes Benz of San Francisco located at 2233 Gellert Boulevard, South San Francisco, CA 94080. In his role as Service Advisor, Plaintiff acted as a liaison between customers and the service department, including scheduling appointments, providing cost estimates and dealing with customers directly regarding any and all concerns they might have regarding their service experience. As a result, throughout Plaintiff's employment and during the PAGA period, Plaintiff and other Aggrieved Employees were often unable to receive compliant meal breaks and rest breaks, which were often taken late, after the 5th hour of work, interrupted by work issues, or missed entirely. For example, Plaintiff's ability to take timely and duty-free meal breaks was compromised on a regular basis given the high work volume and the priority placed on good customer service which sometimes involved missing breaks, taking breaks late or being interrupted during meal breaks by customers and/or supervisors calling Plaintiff and requesting that they contact a customer to give them an update on the status of their car. The high work volume, which prioritized timely communication with managers and customers, especially at a luxury brand such as Mercedes-Benz, also affected rest breaks, which were often late, missed or were interrupted by work-related issues. For example, when Plaintiff was on a meal break or a rest break and did not have his hand-held radio which he was expected to carry around with him most of the day, he would get calls or texts on his cell phone from managers or other employees regarding customer and/or service-related issues. As a result, during the PAGA period Plaintiff and other Aggrieved Employees were often unable to take compliant meal and rest breaks which is in violation of Cal. Labor Codes Sections 226.7 and 512. Plaintiff's wage statements show NO meal break penalties were paid and NO rest break penalties were paid. Attached as **Exhibit #1** are true and correct copies of Plaintiff's wage statements for two consecutive pay periods from November 1, 2024 through November 30, 2024, showing **no** meal break premiums paid during a one month period and **no** rest break premiums paid by Defendant when Plaintiff regularly did not receive compliant meal and rest breaks during that time period. Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Indeed, *Vaquero* requires employers to separately compensate commissioned employees, like Plaintiff, for rest breaks. Plaintiff's wage statements, however, indicate he was not paid for rest breaks since his wage statements do not include a separate line item accounting for paid rest breaks.¹

1. Plaintiff's first wage statement for the time period September 16, 2024 through September 30, 2024 does include a line item for paid rest breaks. See **Exhibit #2**. All other wage statements as to Plaintiff do not include a line item for paid rest breaks.

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In addition, Plaintiff worked while off the clock which resulted in unpaid minimum and overtime wages in violation of California Labor Code Sections 510, 1194, 1197 & 1198. For example, as set forth above, Plaintiff was often interrupted via cell phone during meal and rest breaks which resulted in unpaid off the clock work. In addition, Plaintiff would also get calls after he clocked out and was on his way home after a long shift at work. This would occur regularly because customers would often arrive late to the dealership to pick up their cars which were finished being serviced. Plaintiff would be called by another employee while off the clock and on his way home and be expected to call the customer back who had questions regarding various issues such as pricing. Also, many times the servicing of a particular car would continue and/or be completed on Plaintiff's day off, such as a Saturday. On these occasions it would be standard operating procedure for a new service advisor, one working on Saturday, to be assigned to that customer, and this new service advisor would call and/or contact Plaintiff for the purpose of asking Plaintiff to update him on relevant details regarding the servicing of a particular automobile – all while off the clock resulting in additional unpaid wages.

Pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages, including the meal and rest break penalties described above. Plaintiff further contends that Defendant failed to provide him and other Aggrieved Employees with accurate wage statements in violation of California Labor Code section 226(a). Plaintiff and the Aggrieved Employees were paid on an hourly basis. Accordingly, the wage statements should accurately display all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a)(2). The wage statements Defendant provided to Plaintiff and the Aggrieved employees were not accurate because, for example, not only was Plaintiff's pay rate never included, the wage statements failed to identify the correct number of hours worked since Defendant failed to record the time Plaintiff spent talking to customers who arrived late to pick up their vehicles and the time Plaintiff spent on his days off providing information to newly assigned service advisors as set forth above. Moreover, pursuant to *Vaquero v. Stoneledge Furniture, LLC* (9 Cal. App. 5th 98, 110 (2017)), employers must separately compensate commissioned employees for rest breaks. Plaintiff's wage statements, however, did not include a separate line item accounting for paid rest breaks even though his pay structure included commissions.

Plaintiff was also not reimbursed for business related expenses that he incurred as a result of his job duties for Defendant in violation of Cal. Lab. Code Section 2802. For example, Plaintiff was constantly using his personal cell phone for work-related issues, such as taking photos of cars, getting calls and text messages from clients, co-workers

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Defendant also failed to comply with California's paid sick leave laws in violation of California Labor Code Section 246 in that Defendant underpaid sick pay to Plaintiff and other Aggrieved Employees. Finally, as described in detail in this notice, Defendant failed to pay all wages and premiums owed to Plaintiff and Aggrieved Employees during their employment and also failed to timely pay those amounts due and earned to departing employees upon separation of employment, such as when Plaintiff's employment with Defendant ended in February of 2025, in violation of California Labor Code Sections 201-204. Defendant also failed to pay the waiting time penalties owed to Plaintiff and other Aggrieved Employees that stemmed from the non-payment of wages and premiums owed based on the allegations above. Said conduct, in addition to the foregoing, violates Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

This notice is provided to enable Plaintiff to proceed with a Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The lawsuit will consist of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims, and to procure civil penalties as provided by the Private Attorney General Statue of 2004 on behalf of Plaintiff and all Aggrieved Employees.

If you have any questions of concerns, please do not hesitate to contact me at the above number and email address.

Respectfully,

/s/ Ricardo R. Ehmann

Ricardo R. Ehmann, Esq.

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WRITERS EXT:
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July 11, 2025
CA3657

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

EUROMOTORS MONTEREY, INC.
Certified Mail #9589071052700057737925
LUKE SMITH
2233 GELLERT BLVD
SOUTH SAN FRANCISCO, CA 94080

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204, 210, 226(a), 226.7, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and Violation of Applicable Industrial Welfare Commission Wage Order(s) brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

This letter serves as a written notice under California Labor Code Section 2699.3 on behalf of Tuyen Ta (“Plaintiff”) and all other Aggrieved Employees of Euromotors, Inc. and/or Euromotors Rocklin, Inc. and/or Euromotors Oakland, Inc. and/or Euromotors Monterey, Inc. and/or Euromotors Holdings II, LLC (“Defendant”). “Aggrieved Employees” refers to all individuals who are or previously were employed by Euromotors, Inc. and/or Euromotors Rocklin, Inc. and/or Euromotors Oakland, Inc. and/or Euromotors Monterey, Inc. and/or Euromotors Holdings II, LLC in California, including any employees staffed with Euromotors, Inc. and/or Euromotors Rocklin, Inc. and/or Euromotors Oakland, Inc. and/or Euromotors Monterey, Inc. and/or Euromotors Holdings II, LLC by a third party, and classified as non-exempt employees during the time period of July 11, 2024 until a date as determined by the Court (“PAGA Period”). Our offices represent Plaintiff and other Aggrieved Employees in a lawsuit against Defendant. Plaintiff was employed by Defendant in California from September of 2024 to February 3, 2025. Plaintiff was at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages, for all of their non-compliant meal and rest breaks, for all of their

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time spent working off the clock as described further below, and for business expenses incurred but not reimbursed.

Plaintiff worked as a Service Advisor at Mercedes Benz of San Francisco located at 2233 Gellert Boulevard, South San Francisco, CA 94080. In his role as Service Advisor, Plaintiff acted as a liaison between customers and the service department, including scheduling appointments, providing cost estimates and dealing with customers directly regarding any and all concerns they might have regarding their service experience. As a result, throughout Plaintiff's employment and during the PAGA period, Plaintiff and other Aggrieved Employees were often unable to receive compliant meal breaks and rest breaks, which were often taken late, after the 5th hour of work, interrupted by work issues, or missed entirely. For example, Plaintiff's ability to take timely and duty-free meal breaks was compromised on a regular basis given the high work volume and the priority placed on good customer service which sometimes involved missing breaks, taking breaks late or being interrupted during meal breaks by customers and/or supervisors calling Plaintiff and requesting that they contact a customer to give them an update on the status of their car. The high work volume, which prioritized timely communication with managers and customers, especially at a luxury brand such as Mercedes-Benz, also affected rest breaks, which were often late, missed or were interrupted by work-related issues. For example, when Plaintiff was on a meal break or a rest break and did not have his hand-held radio which he was expected to carry around with him most of the day, he would get calls or texts on his cell phone from managers or other employees regarding customer and/or service-related issues. As a result, during the PAGA period Plaintiff and other Aggrieved Employees were often unable to take compliant meal and rest breaks which is in violation of Cal. Labor Codes Sections 226.7 and 512. Plaintiff's wage statements show NO meal break penalties were paid and NO rest break penalties were paid. Attached as **Exhibit #1** are true and correct copies of Plaintiff's wage statements for two consecutive pay periods from November 1, 2024 through November 30, 2024, showing **no** meal break premiums paid during a one month period and **no** rest break premiums paid by Defendant when Plaintiff regularly did not receive compliant meal and rest breaks during that time period. Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Indeed, *Vaquero* requires employers to separately compensate commissioned employees, like Plaintiff, for rest breaks. Plaintiff's wage statements, however, indicate he was not paid for rest breaks since his wage statements do not include a separate line item accounting for paid rest breaks.¹

1. Plaintiff's first wage statement for the time period September 16, 2024 through September 30, 2024 does include a line item for paid rest breaks. See **Exhibit #2**. All other wage statements as to Plaintiff do not include a line item for paid rest breaks.

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In addition, Plaintiff worked while off the clock which resulted in unpaid minimum and overtime wages in violation of California Labor Code Sections 510, 1194, 1197 & 1198. For example, as set forth above, Plaintiff was often interrupted via cell phone during meal and rest breaks which resulted in unpaid off the clock work. In addition, Plaintiff would also get calls after he clocked out and was on his way home after a long shift at work. This would occur regularly because customers would often arrive late to the dealership to pick up their cars which were finished being serviced. Plaintiff would be called by another employee while off the clock and on his way home and be expected to call the customer back who had questions regarding various issues such as pricing. Also, many times the servicing of a particular car would continue and/or be completed on Plaintiff's day off, such as a Saturday. On these occasions it would be standard operating procedure for a new service advisor, one working on Saturday, to be assigned to that customer, and this new service advisor would call and/or contact Plaintiff for the purpose of asking Plaintiff to update him on relevant details regarding the servicing of a particular automobile – all while off the clock resulting in additional unpaid wages.

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If you have any questions of concerns, please do not hesitate to contact me at the above number and email address.

Respectfully,

/s/ Ricardo R. Ehmann

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July 11, 2025
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VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

EUROMOTORS OAKLAND, INC.
Certified Mail #9589071052700057737918
LUKE SMITH
2233 GELLERT BLVD
SOUTH SAN FRANCISCO, CA 94080

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July 11, 2025
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VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

EUROMOTORS ROCKLIN, INC.
Certified Mail #9589071052700057737895
LUKE SMITH
4448 Granite Drive
Rocklin, CA 95677

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Plaintiff worked as a Service Advisor at Mercedes Benz of San Francisco located at 2233 Gellert Boulevard, South San Francisco, CA 94080. In his role as Service Advisor, Plaintiff acted as a liaison between customers and the service department, including scheduling appointments, providing cost estimates and dealing with customers directly regarding any and all concerns they might have regarding their service experience. As a result, throughout Plaintiff's employment and during the PAGA period, Plaintiff and other Aggrieved Employees were often unable to receive compliant meal breaks and rest breaks, which were often taken late, after the 5th hour of work, interrupted by work issues, or missed entirely. For example, Plaintiff's ability to take timely and duty-free meal breaks was compromised on a regular basis given the high work volume and the priority placed on good customer service which sometimes involved missing breaks, taking breaks late or being interrupted during meal breaks by customers and/or supervisors calling Plaintiff and requesting that they contact a customer to give them an update on the status of their car. The high work volume, which prioritized timely communication with managers and customers, especially at a luxury brand such as Mercedes-Benz, also affected rest breaks, which were often late, missed or were interrupted by work-related issues. For example, when Plaintiff was on a meal break or a rest break and did not have his hand-held radio which he was expected to carry around with him most of the day, he would get calls or texts on his cell phone from managers or other employees regarding customer and/or service-related issues. As a result, during the PAGA period Plaintiff and other Aggrieved Employees were often unable to take compliant meal and rest breaks which is in violation of Cal. Labor Codes Sections 226.7 and 512. Plaintiff's wage statements show NO meal break penalties were paid and NO rest break penalties were paid. Attached as **Exhibit #1** are true and correct copies of Plaintiff's wage statements for two consecutive pay periods from November 1, 2024 through November 30, 2024, showing **no** meal break premiums paid during a one month period and **no** rest break premiums paid by Defendant when Plaintiff regularly did not receive compliant meal and rest breaks during that time period. Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Indeed, *Vaquero* requires employers to separately compensate commissioned employees, like Plaintiff, for rest breaks. Plaintiff's wage statements, however, indicate he was not paid for rest breaks since his wage statements do not include a separate line item accounting for paid rest breaks.¹

1. Plaintiff's first wage statement for the time period September 16, 2024 through September 30, 2024 does include a line item for paid rest breaks. See **Exhibit #2**. All other wage statements as to Plaintiff do not include a line item for paid rest breaks.

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In addition, Plaintiff worked while off the clock which resulted in unpaid minimum and overtime wages in violation of California Labor Code Sections 510, 1194, 1197 & 1198. For example, as set forth above, Plaintiff was often interrupted via cell phone during meal and rest breaks which resulted in unpaid off the clock work. In addition, Plaintiff would also get calls after he clocked out and was on his way home after a long shift at work. This would occur regularly because customers would often arrive late to the dealership to pick up their cars which were finished being serviced. Plaintiff would be called by another employee while off the clock and on his way home and be expected to call the customer back who had questions regarding various issues such as pricing. Also, many times the servicing of a particular car would continue and/or be completed on Plaintiff's day off, such as a Saturday. On these occasions it would be standard operating procedure for a new service advisor, one working on Saturday, to be assigned to that customer, and this new service advisor would call and/or contact Plaintiff for the purpose of asking Plaintiff to update him on relevant details regarding the servicing of a particular automobile – all while off the clock resulting in additional unpaid wages.

Pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages, including the meal and rest break penalties described above. Plaintiff further contends that Defendant failed to provide him and other Aggrieved Employees with accurate wage statements in violation of California Labor Code section 226(a). Plaintiff and the Aggrieved Employees were paid on an hourly basis. Accordingly, the wage statements should accurately display all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a)(2). The wage statements Defendant provided to Plaintiff and the Aggrieved employees were not accurate because, for example, not only was Plaintiff's pay rate never included, the wage statements failed to identify the correct number of hours worked since Defendant failed to record the time Plaintiff spent talking to customers who arrived late to pick up their vehicles and the time Plaintiff spent on his days off providing information to newly assigned service advisors as set forth above. Moreover, pursuant to *Vaquero v. Stoneledge Furniture, LLC* (9 Cal. App. 5th 98, 110 (2017)), employers must separately compensate commissioned employees for rest breaks. Plaintiff's wage statements, however, did not include a separate line item accounting for paid rest breaks even though his pay structure included commissions.

Plaintiff was also not reimbursed for business related expenses that he incurred as a result of his job duties for Defendant in violation of Cal. Lab. Code Section 2802. For example, Plaintiff was constantly using his personal cell phone for work-related issues, such as taking photos of cars, getting calls and text messages from clients, co-workers

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and supervisors, and using web-based applications to clock in and out. Plaintiff would also receive calls on his days off asking whether he could cover a shift for another service advisor. This communication occurred while Plaintiff was off the clock which resulted in additional unpaid off the clock work. Even though Plaintiff did receive a monthly cell phone reimbursement payment, given the sheer volume of usage that was required of his personal cell phone to complete his job duties, the reimbursement he received was insufficient. Regardless, Plaintiff did not receive any cell phone reimbursement for the time he worked in October of 2024 when he did use his cell phone for work-related purposes. Attached as **Exhibit #2** is a true and correct copy of Plaintiff's wage statement for the time period September 16, 2024 through September 30, 2024 showing no cell phone reimbursement payment.

Defendant also failed to comply with California's paid sick leave laws in violation of California Labor Code Section 246 in that Defendant underpaid sick pay to Plaintiff and other Aggrieved Employees. Finally, as described in detail in this notice, Defendant failed to pay all wages and premiums owed to Plaintiff and Aggrieved Employees during their employment and also failed to timely pay those amounts due and earned to departing employees upon separation of employment, such as when Plaintiff's employment with Defendant ended in February of 2025, in violation of California Labor Code Sections 201-204. Defendant also failed to pay the waiting time penalties owed to Plaintiff and other Aggrieved Employees that stemmed from the non-payment of wages and premiums owed based on the allegations above. Said conduct, in addition to the foregoing, violates Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

This notice is provided to enable Plaintiff to proceed with a Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The lawsuit will consist of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims, and to procure civil penalties as provided by the Private Attorney General Statue of 2004 on behalf of Plaintiff and all Aggrieved Employees.

If you have any questions of concerns, please do not hesitate to contact me at the above number and email address.

Respectfully,

/s/ Ricardo R. Ehmann

Ricardo R. Ehmann, Esq.

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WRITERS E-MAIL:
rico@bamlawca.com

WRITERS EXT:
1009

July 11, 2025
CA3657

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

EUROMOTORS HOLDINGS II, LLC
Certified Mail #9589071052700057737932
ASHRAF ZAKI
2233 GELLERT BLVD
SOUTH SAN FRANCISCO, CA 94080

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204, 210, 226(a), 226.7, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and Violation of Applicable Industrial Welfare Commission Wage Order(s) brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

This letter serves as a written notice under California Labor Code Section 2699.3 on behalf of Tuyen Ta (“Plaintiff”) and all other Aggrieved Employees of Euromotors, Inc. and/or Euromotors Rocklin, Inc. and/or Euromotors Oakland, Inc. and/or Euromotors Monterey, Inc. and/or Euromotors Holdings II, LLC (“Defendant”). “Aggrieved Employees” refers to all individuals who are or previously were employed by Euromotors, Inc. and/or Euromotors Rocklin, Inc. and/or Euromotors Oakland, Inc. and/or Euromotors Monterey, Inc. and/or Euromotors Holdings II, LLC in California, including any employees staffed with Euromotors, Inc. and/or Euromotors Rocklin, Inc. and/or Euromotors Oakland, Inc. and/or Euromotors Monterey, Inc. and/or Euromotors Holdings II, LLC by a third party, and classified as non-exempt employees during the time period of July 11, 2024 until a date as determined by the Court (“PAGA Period”). Our offices represent Plaintiff and other Aggrieved Employees in a lawsuit against Defendant. Plaintiff was employed by Defendant in California from September of 2024 to February 3, 2025. Plaintiff was at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages, for all of their non-compliant meal and rest breaks, for all of their

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time spent working off the clock as described further below, and for business expenses incurred but not reimbursed.

Plaintiff worked as a Service Advisor at Mercedes Benz of San Francisco located at 2233 Gellert Boulevard, South San Francisco, CA 94080. In his role as Service Advisor, Plaintiff acted as a liaison between customers and the service department, including scheduling appointments, providing cost estimates and dealing with customers directly regarding any and all concerns they might have regarding their service experience. As a result, throughout Plaintiff's employment and during the PAGA period, Plaintiff and other Aggrieved Employees were often unable to receive compliant meal breaks and rest breaks, which were often taken late, after the 5th hour of work, interrupted by work issues, or missed entirely. For example, Plaintiff's ability to take timely and duty-free meal breaks was compromised on a regular basis given the high work volume and the priority placed on good customer service which sometimes involved missing breaks, taking breaks late or being interrupted during meal breaks by customers and/or supervisors calling Plaintiff and requesting that they contact a customer to give them an update on the status of their car. The high work volume, which prioritized timely communication with managers and customers, especially at a luxury brand such as Mercedes-Benz, also affected rest breaks, which were often late, missed or were interrupted by work-related issues. For example, when Plaintiff was on a meal break or a rest break and did not have his hand-held radio which he was expected to carry around with him most of the day, he would get calls or texts on his cell phone from managers or other employees regarding customer and/or service-related issues. As a result, during the PAGA period Plaintiff and other Aggrieved Employees were often unable to take compliant meal and rest breaks which is in violation of Cal. Labor Codes Sections 226.7 and 512. Plaintiff's wage statements show NO meal break penalties were paid and NO rest break penalties were paid. Attached as **Exhibit #1** are true and correct copies of Plaintiff's wage statements for two consecutive pay periods from November 1, 2024 through November 30, 2024, showing **no** meal break premiums paid during a one month period and **no** rest break premiums paid by Defendant when Plaintiff regularly did not receive compliant meal and rest breaks during that time period. Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Indeed, *Vaquero* requires employers to separately compensate commissioned employees, like Plaintiff, for rest breaks. Plaintiff's wage statements, however, indicate he was not paid for rest breaks since his wage statements do not include a separate line item accounting for paid rest breaks.¹

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In addition, Plaintiff worked while off the clock which resulted in unpaid minimum and overtime wages in violation of California Labor Code Sections 510, 1194, 1197 & 1198. For example, as set forth above, Plaintiff was often interrupted via cell phone during meal and rest breaks which resulted in unpaid off the clock work. In addition, Plaintiff would also get calls after he clocked out and was on his way home after a long shift at work. This would occur regularly because customers would often arrive late to the dealership to pick up their cars which were finished being serviced. Plaintiff would be called by another employee while off the clock and on his way home and be expected to call the customer back who had questions regarding various issues such as pricing. Also, many times the servicing of a particular car would continue and/or be completed on Plaintiff's day off, such as a Saturday. On these occasions it would be standard operating procedure for a new service advisor, one working on Saturday, to be assigned to that customer, and this new service advisor would call and/or contact Plaintiff for the purpose of asking Plaintiff to update him on relevant details regarding the servicing of a particular automobile – all while off the clock resulting in additional unpaid wages.

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This notice is provided to enable Plaintiff to proceed with a Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The lawsuit will consist of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims, and to procure civil penalties as provided by the Private Attorney General Statue of 2004 on behalf of Plaintiff and all Aggrieved Employees.

If you have any questions of concerns, please do not hesitate to contact me at the above number and email address.

Respectfully,

/s/ Ricardo R. Ehmann

Ricardo R. Ehmann, Esq.

EXHIBIT 1

Earnings Statement



EUROMOTORS INC
2233 GELLERT BLVD
SO SAN FRANCISCO CA 94080

Period Beginning: 11/01/2024
Period Ending: 11/15/2024
Pay Date: 11/25/2024

Filing Status:
Exemptions/Allowances:
Federal:

TUYEN QUOC TA

Social Security Number:

Earnings	rate	hours	this period	year to date
Regular		72.00		
Overtime		13.40		
CELL REIMB			35.00	70.00
DRAW			3,000.00	6,000.00
COMM-MONTH				8,787.20
Gross Pay			\$3,035.00	14,857.20

Other Benefits and Information	this period	total to date
Pto Available	12.20	

Important Notes

HR BUSINESS PHONE NUMBER: 415-553-4218

Additional Tax Withholding Information

Taxable Marital Status:

Exemptions/Allowances:

Deductions	Statutory	
Federal Income Tax	-83.79	1,062.44
Social Security Tax	-188.17	921.15
Medicare Tax	-44.01	215.43
CA State Income Tax	-113.50	778.79
CA SDI Tax	-33.39	163.43
Other		
401K	-91.05*	306.73
Net Pay	\$2,481.09	
Chkck1	-2,481.09	
Net Check	\$0.00	

* Excluded from federal taxable wages

Your federal taxable wages this period are
\$2,943.95

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EUROMOTORS INC
2233 GELLERT BLVD
SO SAN FRANCISCO CA 94080

Advice number: 00000470039
Pay date: 11/25/2024

Deposited to the account of	account number	transit	ABA	amount
TUYEN QUOC TA				\$2,481.09

THIS IS NOT A CHECK

NON-NEGOTIABLE

Earnings Statement



EUROMOTORS INC
2233 GELLERT BLVD
SO SAN FRANCISCO CA 94080

Period Beginning: 11/16/2024
Period Ending: 11/30/2024
Pay Date: 12/10/2024

Filing Status:
Exemptions/Allowances:
Federal:

TUYEN QUOC TA

Social Security Number:

Earnings	rate	hours	this period	year to date
Regular		65.28		
Overtime		12.65		
COMM-MONTH			8,128.90	16,916.10
CELL REIMB				70.00
DRAW				6,000.00
Gross Pay			\$8,128.90	22,986.10

Other Benefits and Information	this period	total to date
Pto Available	14.80	

Important Notes

HR BUSINESS PHONE NUMBER: 415-553-4218

Additional Tax Withholding Information

Taxable Marital Status:

Exemptions/Allowances:

Deductions	Statutory		
	Federal Income Tax	-950.64	2,013.08
	Social Security Tax	-503.99	1,425.14
	Medicare Tax	-117.87	333.30
	CA State Income Tax	-617.16	1,395.95
	CA SDI Tax	-89.42	252.85
	Other		
	401K	-243.87*	550.60
	Net Pay	\$5,605.95	
	Chkck1	-5,605.95	
	Net Check	\$0.00	

* Excluded from federal taxable wages

Your federal taxable wages this period are
\$7,885.03

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EUROMOTORS INC
2233 GELLERT BLVD
SO SAN FRANCISCO CA 94080

Advice number: 00000490040
Pay date: 12/10/2024

Deposited to the account of	account number	transit	ABA	amount
TUYEN QUOC TA				\$5,605.95

THIS IS NOT A CHECK

NON-NEGOTIABLE

EXHIBIT 2

Earnings Statement



EUROMOTORS INC
2233 GELLERT BLVD
SO SAN FRANCISCO CA 94080

Period Beginning: 09/16/2024
Period Ending: 09/30/2024
Pay Date: 10/10/2024

Filing Status:
Exemptions/Allowances:
Federal:

TUYEN QUOC TA

Social Security Number:

Earnings	rate	hours	this period	year to date
Regular		64.83		
Overtime		11.32		
COMM-MONTH			1,597.90	1,597.90
Pd Lunch Awd		7.00		
Gross Pay			\$1,597.90	1,597.90

Other Benefits and Information	this period	total to date
Pto Available	2.53	

Important Notes
HR BUSINESS PHONE NUMBER: 415-553-4218

Deductions	Statutory		
Federal Income Tax	-4.92		4.92
Social Security Tax	-99.07		99.07
Medicare Tax	-23.17		23.17
CA State Income Tax	-19.86		19.86
CA SDI Tax	-17.58		17.58
Net Pay	\$1,433.30		
Chkck1	-1,433.30		
Net Check	\$0.00		

Additional Tax Withholding Information
Taxable Marital Status:
Exemptions/Allowances:

Your federal taxable wages this period are \$1,597.90

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EUROMOTORS INC
2233 GELLERT BLVD
SO SAN FRANCISCO CA 94080

Advice number: 00000417041
Pay date: 10/10/2024

Deposited to the account of	account number	transit	ABA	amount
TUYEN QUOC TA				\$1,433.30

THIS IS NOT A CHECK

NON-NEGOTIABLE