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

BENJAMIN BUTCHER, individually and
on behalf of others similarly situated, and on
behalf of other aggrieved employees
pursuant to the California Private Attorneys
General Act;

Plaintiff,

vs.

SRZ AUTOMOTIVE GROUP, INC., a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No.: 34-2022-00326829-CU-OE-GDS

**FIRST AMENDED CLASS ACTION AND
REPRESENTATIVE ACTION
COMPLAINT**

DEMAND FOR JURY TRIAL

- (1) Violation of Cal. Labor Code §§ 510 and 1198 (Unpaid Overtime)
- (2) Violation of Cal. Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums)
- (3) Violation of Cal. Labor Code § 226.7 (Unpaid Rest Period Premiums)
- (4) Violation of Cal. Labor Code §§ 1194, 1197 and 1197.1 (Unpaid Minimum Wages)
- (5) Violation of Cal. Labor Code §§ 201, 202 and 203 (Final Wages Not Timely Paid)
- (6) Violation of Cal. Labor Code § 226(a) (Failure to Provide Accurate Wage Statements)
- (7) Violation of Cal. Labor Code §§ 2800 and 2802 (Failure to Reimburse Necessary Business Expenses)
- (8) Violation of Cal. Business & Professions Code § 17200, et seq.
- (9) Violation of Cal. Labor Code § 2699, (Private Attorneys General Act)

COMES NOW, Plaintiff BENJAMIN BUTCHER (“Plaintiff”), individually and on behalf of other members of the general public similarly situated, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, and alleges as follows:

JURISDICTION AND VENUE

1. Plaintiff brings this action against Defendant SRZ AUTOMOTIVE GROUP, INC. and DOES 1 THROUGH 100 (hereinafter also collectively referred to as “Defendants”) 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 final wages, failure to provide accurate wage statements, and failure to reimburse necessary business-related expenses.

2. Plaintiff’s First through Eight 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 15, below) pursuant to California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

3. Plaintiff’s Ninth Cause of Action is brought as a representative action pursuant to California Labor Code section 2698, *et seq* on behalf of Plaintiff, the State of California, and all individuals who worked for Defendants in the State of California as hourly-paid and/or non-exempt employees at any time during the period from July 7, 2021 to final judgment (“Aggrieved Employees”). Plaintiff is an aggrieved employee against whom one or more of the alleged violations occurred. The civil penalties sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

4. This 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 avails themselves of the California market so as to render the exercise of jurisdiction over it 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 maintains office, have agents, and/or transact business in the State of California, including the County of Sacramento. The majority of the acts and omissions alleged herein relating to Plaintiff and the other aggrieved employees took place in the State of California, including the County of Sacramento. At all relevant times, Defendants maintained their headquarters/“nerve center” within the State of California, County of Sacramento.

PARTIES

7. Plaintiff BENJAMIN BUTCHER is an individual residing in the State of California, County of Sacramento.

8. Defendant SRZ AUTOMOTIVE GROUP, INC. at all times herein mentioned, was and is, upon information and belief, an employer whose employees are engaged throughout the State of California, including the County of Sacramento.

9. At all relevant times, SRZ AUTOMOTIVE GROUP, INC. was the “employer” of Plaintiff within the meaning of all applicable state laws and statutes.

10. At all times herein relevant, SRZ AUTOMOTIVE GROUP, INC. and DOES 1 through 100, and each of them, were the agents, partners, joint venturers, joint employers, representatives, servants, employees, successors-in-interest, co-conspirators and assigns, each of the other, and at all times relevant hereto were acting within the course and scope of their authority as such agents, partners, joint venturers, representatives, servants, employees, successors, co-conspirators and/or assigns, and all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization and/or consent of each defendant designated as a DOE herein.

1 11. The true names and capacities, whether corporate, associate, individual or
2 otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiff who sues
3 said defendants by such fictitious names. Plaintiff is informed and believes, and based on that
4 information and belief alleges, that each of the defendants designated as a DOE is legally
5 responsible for the events and happenings referred to in this Complaint, and unlawfully caused
6 the injuries and damages to Plaintiff as alleged in this Complaint. Plaintiff will seek leave of
7 court to amend this Complaint to show the true names and capacities when the same have been
8 ascertained.

9 12. SRZ AUTOMOTIVE GROUP, INC. and DOES 1 through 100 will hereinafter
10 collectively be referred to as “Defendants.”

11 13. Plaintiff further alleges that Defendants including the unknown defendants
12 identified as DOES, directly or indirectly controlled or affected the working conditions, wages,
13 working hours, and conditions of employment of Plaintiff and the other aggrieved employees
14 so as to make each of said Defendants employers and employers liable under the statutory
15 provisions set forth herein.

16 **CLASS ACTION ALLEGATIONS**

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

20 15. The proposed class is defined as follows: All current and former non-exempt
21 employees of any of the Defendants within the State of California at any time commencing on
22 July 7, 2021 up until the time that notice of the certified class action is provided to the class
23 (hereinafter referred to as the “Class” or “Class Members.”).

24 16. Plaintiff reserves the right to establish other subclasses as appropriate.

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

- 27 a. Numerosity: The Class Members are so numerous that joinder of all Class
28 Members is impracticable. The membership of the entire Class is unknown to

1 Plaintiff at this time; however, the Class is estimated to be over fifty (50)
2 individuals and the identity of such membership is readily ascertainable by
3 inspection of Defendants' employment records.

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

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

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

20 e. Public Policy Considerations: Certification of this lawsuit as a class action will
21 advance public policy objectives. Employers of this great state violate
22 employment and labor laws every day. Current employees are often afraid to
23 assert their rights out of fear of direct or indirect retaliation. However, class
24 actions provide the Class Members who are not named in the complaint
25 anonymity that allows for the vindication of their rights.

26 18. There are common questions of law and fact as to the Class that predominate
27 over questions affecting only individual members. The following common questions of law or
28 fact, among others, exist as to the members of the Class:

- a. Whether Defendants' failure to pay wages, without abatement, or reduction, in accordance with the California Labor Code was willful;
- b. Whether Defendants had a corporate policy and practice of failing to pay Plaintiff and the other Class Members for all hours worked, and missed, short, late or interrupted meal periods and rest breaks in violation of California law;
- c. Whether Defendants required Plaintiff and the other Class Members to work more than eight (8) hours per day and/or more than forty (40) hours per week and failed to pay the legally required overtime compensation to Plaintiff and the other Class Members;
- d. Whether Defendants deprived Plaintiff and the other Class Members of meal and/or rest periods or required Plaintiff and the other Class Members to work during meal and/or rest periods without compensation;
- e. Whether Defendants failed to pay meal period premium wages to Class Members when they were not provided with a legally compliant meal period;
- f. Whether Defendants failed to pay rest period premium wages to Class Members when they were not authorized and permitted to take legally compliant rest periods;
- g. Whether Defendants failed to pay minimum wages to Plaintiff and the other Class Members for all hours worked;
- h. Whether Defendants failed to pay Plaintiff and the other Class Members the required minimum wage pursuant to California law;
- i. Whether Defendants failed to pay Plaintiff and the other Class Members proper overtime compensation pursuant to California law;
- j. Whether Defendants 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 Defendants failed to reimburse Plaintiff and the other Class Members for all necessary business-related expenses and costs;

1. Whether Defendants complied with wage reporting as required by the California Labor Code, including section 226;
- m. Whether Defendants' conduct was with malice, fraud or oppression;
- n. Whether Defendants' conduct was willful or reckless;
- o. Whether Defendants 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;
- p. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and
- q. Whether Plaintiff and the other Class Members are entitled to compensatory damages pursuant to the California Labor Code.

GENERAL ALLEGATIONS

19. Defendants are a vehicle dealership that does business as Folsom Lake Honda in Rancho Cordova, California.

20. Defendants employed Plaintiff to work as a non-exempt, hourly-paid employee and worked in its parts department from approximately February 2018 to July 2021.

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

22. At all times herein mentioned, Defendants were subject to the Labor Code of the State of California and the applicable Industrial Welfare Commission Orders.

23. Plaintiff is informed and believes, and thereon alleges that Defendants engaged in a pattern and practice of wage abuse against their hourly-paid or non-exempt employees. As set forth in more detail below, this pattern and practice of wage abuse involved, inter alia, regularly requiring Plaintiff, the Class, and the Aggrieved Employees to work off the clock without compensation, thereby failing to pay them for all hours worked, including minimum and overtime wages. Defendants also implemented policies that prohibited Plaintiff, the Class, and the Aggrieved Employees from accurately recording the actual time worked, resulting in a failure to pay Plaintiff, the Class, and the Aggrieved Employees all wages owed. In addition,

1 Defendants routinely failed to permit Plaintiff, the Class, and the Aggrieved Employees to take
2 timely and duty-free meal periods and rest periods in violation of California law. Defendants
3 also failed to reimburse Plaintiff, the Class, and the Aggrieved Employees for all necessary
4 business-related expenses, failed to timely pay wages during employment and upon
5 termination of employment, and failed to provide accurate itemized wage statements.

6 24. Throughout the time period involved in this case, Defendants have implemented
7 policies and practices which failed to provide Plaintiff, the Class, and the Aggrieved
8 Employees with timely and duty-free meal periods. Defendants routinely failed to relieve
9 Plaintiff, the Class, and the Aggrieved Employees of all duties during their meal periods,
10 regularly failed to relinquish control over Plaintiff, the Class, and the Aggrieved Employees
11 during their meal periods, regularly failed to permit Plaintiff, the Class, and the Aggrieved
12 Employees a reasonable opportunity to take their meal periods, and regularly impeded or
13 discouraged Plaintiff, the Class, and the Aggrieved Employees from taking thirty (30) minute
14 uninterrupted meal breaks no later than the end of their fifth hour of work and/or from taking
15 a second thirty (30) minute uninterrupted meal break no later than their tenth hour of work for
16 shifts lasting more than ten (10) hours. Defendants also failed to maintain accurate records of
17 meal periods taken by Plaintiff, the Class, and the Aggrieved Employees.

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

26 26. Throughout the time period involved in this case, Defendants failed to pay
27 Plaintiff, the Class, and the Aggrieved Employees premium wages for meal periods that were
28 missed, late, interrupted, or shortened in violation of California law. Defendants knew or

1 should have known that Plaintiff, the Class, and the Aggrieved Employees were entitled to
2 receive all meal periods or payment of one additional hour of pay at their regular rate of pay
3 when a meal period was missed, short, late, and/or interrupted. Notwithstanding this
4 knowledge, Defendants routinely failed to provide legally compliant meal periods to Plaintiff,
5 the Class, and the Aggrieved Employees, and routinely failed to pay one additional hour of
6 pay to Plaintiff, the Class, and the Aggrieved Employees at their regular rate of pay when a
7 meal period was missed, short, late, and/or interrupted.

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

16 28. Throughout the time period involved in this case, Defendants did not adequately
17 inform Plaintiff, the Class, and the Aggrieved Employees of their right to take rest periods
18 under California law. Moreover, Defendants often disregarded their own written policies
19 regarding the provision and timing of rest periods for Plaintiff, the Class, and the Aggrieved
20 Employees. Instead, Defendants' actual policy and practice was to schedule Plaintiff, the Class,
21 and the Aggrieved Employees in a way that regularly prohibited them from taking timely and
22 duty-free rest periods, and to regularly require Plaintiff, the Class, and the Aggrieved
23 Employees to work through their rest periods.

24 29. Throughout the time period involved in this case, Defendants failed to pay
25 Plaintiff, the Class, and the Aggrieved Employees premium wages for rest periods that were
26 missed, late, interrupted, or shortened in violation of California law. Defendants knew or
27 should have known that Plaintiff, the Class, and the Aggrieved Employees were entitled to
28 receive all rest periods or payment of one additional hour of pay at their regular rate of pay

1 when a rest period was missed, short, late, and/or interrupted. Notwithstanding this knowledge,
2 Defendants routinely failed to authorize and permit Plaintiff , the Class, and the Aggrieved
3 Employees to take duty-free rest periods, and failed to pay one additional hour of pay to
4 Plaintiff, the Class, and the Aggrieved Employees at their regular rate of pay when a rest period
5 was missed, short, late and/or interrupted.

6 30. Throughout the time period involved in this case, Defendants regularly required
7 Plaintiff, the Class, and the Aggrieved Employees to perform work off the clock. Although
8 Defendants prohibited overtime, Defendants still regularly required that Plaintiff, the Class,
9 and the Aggrieved Employees complete all of their assigned duties. To do so, Plaintiff, the
10 Class, and the Aggrieved Employees were regularly required to perform work off the clock for
11 which they were not compensated.

12 31. Throughout the time period involved in this case, Defendants implemented
13 policies that prohibited Plaintiff, the Class, and the Aggrieved Employees from accurately
14 recording the actual time worked, resulting in a failure to pay Plaintiff, the Class, and the
15 Aggrieved Employees all wages owed.

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

19 33. Throughout the time period involved in this case, Defendants regularly failed to
20 pay all overtime compensation owed to Plaintiff, the Class, and the Aggrieved Employees
21 when they worked in excess of eight (8) hours in a single workday and/or forty (40) hours in
22 a single work week, or in excess of twelve (12) hours in a single workday and/or eighty (80)
23 hours in a single work week. Defendants knew or should have known that Plaintiff, the Class,
24 and the Aggrieved Employees were entitled to receive certain wages for overtime
25 compensation and that they were not receiving wages for overtime compensation.

26 34. Throughout the time period involved in this case, Defendants failed to pay
27 overtime to Plaintiff, the Class, and the Aggrieved Employees for all overtime hours worked
28 based on regular rates of pay correctly calculated to include all applicable remuneration.

1 35. Throughout the time period involved in this case, Defendants regularly failed to
2 pay Plaintiff, the Class, and the Aggrieved Employees at least minimum wages for all hours
3 worked. Defendants knew or should have known that Plaintiff, the Class, and the Aggrieved
4 Employees were entitled to receive at least minimum wages for all hours worked and that they
5 were not receiving at least minimum wages for all hours worked. Defendants' failure to pay
6 minimum wages included, inter alia, failing to pay Plaintiff, the Class, and the Aggrieved
7 Employees at the required minimum wage pursuant to California law, and requiring Plaintiff,
8 the Class, and the Aggrieved Employees to perform work off the clock.

9 36. Throughout the time period involved in this case, Defendants regularly failed to
10 pay Plaintiff, the Class, and the Aggrieved Employees all wages owed to them upon discharge
11 or resignation. Defendants knew or should have known that Plaintiff, the Class, and the
12 Aggrieved Employees were entitled to receive all wages owed to them upon termination within
13 the time permissible under California Labor Code section 202. Plaintiff, the Class, and the
14 Aggrieved Employees did not receive payment of all final wages owed to them upon discharge
15 or resignation, including overtime compensation, minimum wages, and meal and rest period
16 premiums, within any time permissible under California Labor Code section 202.

17 37. Throughout the time period involved in this case, Defendants regularly failed to
18 pay Plaintiff, the Class, and the Aggrieved Employees all wages within any time permissible
19 under California law, including, inter alia, California Labor Code section 204. Defendants
20 knew or should have known that Plaintiff, the Class, and the Aggrieved Employees were
21 entitled to receive all wages owed to them during their employment. Plaintiff, the Class, and
22 the Aggrieved Employees did not receive payment of all wages, including overtime
23 compensation, minimum wages, and meal and rest period premiums.

24 38. Throughout the time period involved in this case, Defendants regularly failed to
25 provide complete or accurate wage statements to Plaintiff, the Class, and the Aggrieved
26 Employees. Defendants knew or should have known that Plaintiff, the Class, and the
27 Aggrieved Employees were entitled to receive complete and accurate wage statements in
28 accordance with California law, but, in fact, they did not receive complete and accurate wage

statements from Defendants. The deficiencies included, inter alia, the failure to include the total number of hours worked, the actual gross wages earned, and the correct rates of pay.

39. Throughout the time period involved in this case, Defendants regularly failed to keep complete or accurate payroll records for Plaintiff, the Class, and the Aggrieved Employees. Defendants knew or should have known that Defendants were required to keep complete and accurate payroll records for Plaintiff, the Class, and the Aggrieved Employees in accordance with California law, but, in fact, did not keep complete and accurate payroll records.

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

41. Throughout the time period involved in this case, Defendants failed to reimburse Plaintiff, the Class, and the Aggrieved Employees for all necessary business-related expenses. Defendants knew or should have known that Defendants were required to reimburse Plaintiff, the Class, and the Aggrieved Employees for all necessary business-related expenses and costs, but, in fact, failed to do so in violation of California law.

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

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

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1 **FIRST CAUSE OF ACTION**

2 **(Violation of California Labor Code §§ 510 and 1198)**

3 **(Against All Defendants)**

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

6 45. California Labor Code section 1198 and the applicable Industrial Welfare
7 Commission (“IWC”) Wage Order provide that it is unlawful to employ persons without
8 compensating them at a rate of pay either time-and-one-half or two-times that person’s regular
9 rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

10 46. Specifically, the applicable IWC Wage Order provides that Defendants are and
11 were required to pay Plaintiff and the other Class Members employed by Defendants, and
12 working more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the
13 rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more
14 than forty (40) hours in a workweek.

15 47. The applicable IWC Wage Order further provides that Defendants are and were
16 required to pay Plaintiff and the Class overtime compensation at a rate of two times their
17 regular rate of pay for all hours worked in excess of twelve (12) hours in a day and for all hours
18 worked in excess of eight (8) hours on the seventh day of work in a workweek.

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

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

27 50. During the relevant time period, Defendants intentionally and willfully failed to
28 pay overtime wages owed to Plaintiff and the other Class Members.

51. Defendants' failure to pay Plaintiff and the other Class Members the unpaid balance of overtime compensation, as required by California laws, violates the provisions of California Labor Code sections 510 and 1198, and is therefore unlawful.

52. 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 California Labor Code §§ 226.7 and 512(a))

(Against All Defendants)

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

54. 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 Defendants.

55. 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.

56. 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.

57. 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

1 and the employee only if the first meal period was not waived.

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

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

11 60. During the relevant time period, Defendants intentionally and willfully required
12 Plaintiff and the other Class Members to miss their meal periods and to take meal periods that
13 were late, shortened, or interrupted, and failed to compensate Plaintiff and the other Class
14 Members the full meal period premium for missed, shortened, late, or interrupted meal periods.

15 61. During the relevant time period, Defendants failed to pay Plaintiff and the other
16 Class Members the full meal period premiums due pursuant to California Labor Code section
17 226.7.

18 62. Defendants' conduct violates the applicable IWC Wage Order and California
19 Labor Code sections 226.7 and 512(a).

20 63. Pursuant to the applicable IWC Wage Order and California Labor Code section
21 226.7(b), Plaintiff and the other Class Members are entitled to recover from Defendants one
22 additional hour of pay at the employee's regular rate of compensation for each workday that
23 the meal period was not provided. Plaintiff is also entitled to attorneys' fees and costs.

24 **THIRD CAUSE OF ACTION**

25 **(Violation of California Labor Code § 226.7)**

26 **(Against All Defendants)**

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

1 65. At all times herein set forth, the applicable IWC Wage Order and California
2 Labor Code section 226.7 were applicable to Plaintiff and the other Class Members’
3 employment by Defendants.

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

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

13 68. During the relevant time period, Defendants required Plaintiff and other Class
14 Members to work four (4) or more hours without authorizing or permitting a ten (10) minute
15 rest period per each four (4) hour period worked.

16 69. During the relevant time period, Defendants willfully required Plaintiff and the
17 other Class Members to work during rest periods, failed to allow Plaintiff and the other Class
18 Member to take any rest period and/or failed to authorize and permit Plaintiff and the other
19 Class Members to take uninterrupted, duty-free rest breaks.

20 70. During the relevant time period, Defendants failed to pay Plaintiff and the other
21 Class Members the full rest period premium due pursuant to California Labor Code section
22 226.7 for work performed during rest periods, and/or for failure to authorize and permit
23 Plaintiff and other Class Members from taking uninterrupted rest periods.

24 71. Defendants’ conduct violates applicable IWC Wage Orders and California
25 Labor Code section 226.7.

26 72. Pursuant to the applicable IWC Wage Orders and California Labor Code section
27 226.7(b), Plaintiff and the other Class Members are entitled to recover from Defendants one
28 additional hour of pay at the employees’ regular hourly rate of compensation for each workday

1 that the rest period was not provided. Plaintiff is also entitled to attorneys' fees and costs.

2 **FOURTH CAUSE OF ACTION**

3 **(Violation of California Labor Code §§ 1194, 1197, and 1197.1)**

4 **(Against All Defendants)**

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

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

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

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

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

21 **FIFTH CAUSE OF ACTION**

22 **(Violation of California Labor Code §§ 201, 202, 203)**

23 **(Against All Defendants)**

24 78. Plaintiff incorporates by reference and alleges as if fully stated herein each and
25 every allegation set forth above.

26 79. At all relevant times herein set forth, California Labor Code sections 201 and
27 202 provide that if an employer discharges an employee, the wages earned and unpaid at the
28 time of discharge are due and payable immediately, and if an employee quits his or her

1 employment, his or her wages shall become due and payable not later seventy-two (72) hours
2 thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention
3 to quit, in which case the employee is entitled to his or her wages at the time of quitting.

4 80. During the relevant time period, the employment of Plaintiff and many other
5 Class Members with Defendants ended, i.e. was terminated by quitting or discharge.
6 Defendants intentionally and willfully failed to pay Plaintiff and other Class Members who are
7 no longer employed by Defendants all of their wages, earned and unpaid, including but not
8 limited to minimum wages, straight time wages, overtime wages, meal period premiums, rest
9 period premiums, within seventy-two (72) hours of their leaving Defendants' employ.

10 81. Defendants' failure to pay Plaintiff and other Class Members who are no longer
11 employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of
12 their leaving Defendants' employ, is in violation of California Labor Code sections 201 and
13 202.

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

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

21 **SIXTH CAUSE OF ACTION**

22 **(Violation of California Labor Code § 226(a))**

23 **(Against All Defendants)**

24 84. Plaintiff incorporates by reference and alleges as if fully stated herein each and
25 every allegation set forth above.

26 85. At all material times set forth herein, California Labor Code section 226(a)
27 provides that every employer shall furnish each of his or her employees an accurate itemized
28 statement in writing showing (1) gross wages earned, (2) total hours worked by the employee,

(3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or her social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

86. Defendants have intentionally and willfully failed to provide Plaintiff and the Class with complete and accurate wage statements. The deficiencies include, but are not limited to, the failure to list the total number of hours worked, the actual gross wages earned, and the correct rates of pay.

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

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

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

90. Plaintiff and the Class are also entitled to injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(g).

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1 **SEVENTH CAUSE OF ACTION**

2 **(Violation of California Labor Code §§ 2800 and 2802)**

3 **(Against All Defendants)**

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

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

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

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

20 **EIGHTH CAUSE OF ACTION**

21 **(Violation of Cal. Business & Professions Code §§ 17200, et seq.)**

22 **(Against All Defendants)**

23 95. Plaintiff incorporates by reference and alleges as if fully stated herein each and
24 every allegation set forth above.

25 96. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
26 unlawful and harmful to Plaintiff and the Class, to the general public, and Defendants'
27 competitors. Accordingly, Plaintiff seeks to enforce important rights affecting the public
28 interest within the meaning of Code of Civil Procedure section 1021.5.

1 97. Defendants' activities as alleged herein are violations of California law, and
2 constitute unlawful business acts and practices in violation of California Business &
3 Professions Code section 17200, et seq.

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

13 99. Defendants also violated California Labor Code sections 221, 226(a), 1194,
14 1197, 1197.1, 510, 1174(d), 2800, and 2802.

15 100. As a result of the herein described violations of California law, Defendants
16 unlawfully gained an unfair advantage over other businesses.

17 101. Plaintiff and the Class have personally been injured by Defendants' unlawful
18 business acts and practices as alleged herein, including but not necessarily limited to the loss
19 of money and/or property.

20 102. Pursuant to California Business & Professions Code sections 17200, et seq.,
21 Plaintiff and the Class are entitled to restitution of the wages withheld and retained by
22 Defendants during a period that commences four years prior to the filing of this Complaint; an
23 award of attorneys' fees pursuant to California Code of Civil Procedure section 1021.5 and
24 other applicable laws; and an award of costs.

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1 **NINTH CAUSE OF ACTION**

2 **(Violation of California Labor Code § 2699, Et Seq.)**

3 **(Against All Defendants)**

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

6 104. Plaintiff brings his ninth cause of action as a representative action on behalf of
7 himself and similarly Aggrieved Employees in the capacity as a private attorney general
8 pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, et
9 seq. ("PAGA").

10 105. At all times herein set forth, PAGA provides that any provision of law under
11 the California Labor Code that provides for a civil penalty to be assessed and collected by the
12 LWDA for violations of the California Labor Code may, as an alternative, be recovered
13 through a civil action brought by an aggrieved employee on behalf of herself and other current
14 or former employees pursuant to procedures outlined in California Labor Code section 2699.3.

15 106. Pursuant to PAGA, a civil action under PAGA may be brought by an "aggrieved
16 employee," who is any person that was employed by the alleged violator and against whom
17 one or more of the alleged violations was committed.

18 107. Plaintiff was employed by Defendants and the alleged violations were
19 committed against him during his time of employment and he is, therefore, an aggrieved
20 employee. Plaintiff and the other employees are "aggrieved employees" as defined by
21 California Labor Code section 2699(c) in that they are all current or former employees of
22 Defendants, and one or more of the alleged violations were committed against them.

23 108. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved
24 employee, including Plaintiff, may pursue a civil action arising under PAGA after the
25 following requirements have been met:

26 a. The aggrieved employee shall give written notice by online submission
27 (hereinafter "Employee's Notice") to the Labor & Workforce Development Agency
28 (hereinafter "LWDA") and by U.S. Certified Mail to the employer of the specific provisions

of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.

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

109. On July 7, 2022, Plaintiff provided written notice by online submission to the LWDA and by U.S. Certified Mail to Defendant SRZ AUTOMOTIVE GROUP, INC. of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. Plaintiff has not received an LWDA Notice within sixty-five (65) calendar days of the date of Plaintiff's notice.

110. Therefore, Plaintiff has satisfied the administrative prerequisites under California Labor Code section 2699.3(a) to recover civil penalties against Defendants for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802.

DEMAND FOR JURY TRIAL

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

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually, and on behalf of other aggrieved employees pursuant to the Private Attorneys General Act, prays for relief and judgment against Defendants 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

1 4. That Defendants provide to Class Counsel immediately the names and most
2 current/last known contact information (address, e-mail and telephone numbers) of all class
3 members.

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

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

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

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

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

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

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

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

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

22 12. For all actual, consequential, and incidental losses and damages, according to
23 proof;

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

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

27 15. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
28 California Labor Code section 218.5; and

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

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

3 17. That the Court declare, adjudge and decree that Defendants violated California
4 Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all
5 rest periods to Plaintiff and the Class;

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

9 19. For all actual, consequential, and incidental losses and damages, according to
10 proof;

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

12 21. For pre-judgment interest on any unpaid wages from the date such amounts were
13 due;

14 22. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
15 California Labor Code section 218.5; and

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

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

18 24. That the Court declare, adjudge and decree that Defendants violated California
19 Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to
20 Plaintiff and the Class;

21 25. For general unpaid wages and such general and special damages as may be
22 appropriate;

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

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

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

1 29. For liquidated damages pursuant to California Labor Code section 1194.2; and

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

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

4 31. That the Court declare, adjudge and decree that Defendants violated California
5 Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the
6 time of termination of the employment of Plaintiff and other Class Members;

7 32. For all actual, consequential, and incidental losses and damages, according to
8 proof;

9 33. For statutory wage penalties pursuant to California Labor Code section 203 for
10 Plaintiff and other Class Members who have left Defendants' employ;

11 34. For pre-judgment interest on any unpaid compensation from the date such
12 amounts were due; and

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

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

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

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

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

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

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

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

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

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

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

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

3 **As to the Eighth Cause of Action**

4 45. That the Court declare, adjudge and decree that Defendants violated California
5 Business and Professions Code sections 17200, *et seq.* by failing to provide Plaintiff and the
6 Class all overtime compensation due to them, failing to provide all meal and rest periods to
7 Plaintiff and the Class, failing to pay at least minimum wages to Plaintiff and the Class, failing
8 to pay Plaintiff's and other Class Members' wages timely as required by California Labor Code
9 section 201, 202 and 204 and by violating California Labor Code sections 226(a), 1174(d),
10 2800, and 2802;

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

13 47. For the appointment of a receiver to receive, manage and distribute any and all
14 funds disgorged from Defendants and determined to have been wrongfully acquired by
15 Defendants as a result of violation of California Business and Professions Code sections 17200,
16 *et seq.*;

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

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

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

22 **As to the Ninth Cause of Action**

23 51. For civil penalties pursuant to California Labor Code sections 2699(a), (f), (g)
24 and 558, costs/expenses, and attorneys' fees for violation of California Labor Code sections
25 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800 and
26 2802; and

27 52. For such other and further relief as the Court may deem equitable and
28 appropriate.

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DATED: April 22, 2026

PARKER & MINNE, LLP

By: 
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