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8 the Aggrieved Employees under PAGA

RECEIVED
November 13, 2024

9
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF SAN DIEGO, CENTRAL DIVISION**

12 CHRISTOPHER HAO-KEPPEL, an
individual,

13 Plaintiff,

14 v.

15 DESERT AUTO GROUP V, LLC,; and
16 DOES 1 through 25, Inclusive,

17 Defendants.

Case No.: 37-2022-00044571-CU-OE-CTL

**[PROPOSED] REVISED FIRST
AMENDED COMPLAINT FOR
DAMAGES AND PAGA REMEDIES**

1. Wage Theft;
2. Failure to Provide Accurate Itemized Wage Statements (Labor Code § 226 *et seq.*);
3. Demand for Accounting
4. Failure to Reimburse (Labor Code § 2802);
5. Civil Remedies Under the Private Attorney General Act (Labor Code § 2698 *et seq.*)
6. Unlawful Business Practices (B&P Code § 17200 *et seq.*);

Trial Date: May 23, 2025

Time: 8:30 am

Dept., C-67

Judge: Hon. Michael Smyth

Jury Trial Demanded

Attorneys' Fees Demanded

1 Plaintiff, CHRISTOPHER HAO-KEPPEL ("Plaintiff"), on behalf of himself, and as a
2 representative for the State of California, the California Labor and Workforce
3 Development Agency ("LWDA"), and on behalf of all other aggrieved employees, hereby
4 alleges as follows:

5 **I.**

6 **INTRODUCTION**

7 1. This action is both an individual and a representative action brought pursuant to
8 California Labor Code of Civil Procedure section 2698 et seq. on behalf of Plaintiff and all
9 employees of defendants DESERT AUTO GROUP V, LLC, and/or DOES (collectively
10 herein "Defendants") in California.

11 2. Pursuant to the Private Attorney General Act ("PAGA"), incorporated in Labor
12 Code sections 2698, 2699 et seq., Plaintiff brings this representative action against DESERT
13 AUTO GROUP V, LLC, doing business as Chula Vista Ford and Chula Vista Kia, for wage
14 and hour violations of the California Labor Code and the Industrial Welfare Commission
15 Wage Orders (the "IWC Wage Orders"). All current and former DESERT AUTO GROUP
16 V, LLC employees, in California, who worked for Defendants during the PAGA period are
17 aggrieved employees.

18 3. By this action, Plaintiff seeks damages, civil penalties on behalf of himself and
19 other aggrieved employees pursuant to PAGA. Plaintiff also seeks to represent all current
20 and former employees of Defendants, in California, who suffered one or more of the
21 alleged violations ("aggrieved employees") during the period one (1) year and sixty-five
22 (65) days before August 10, 2022, through trial in this matter. ("PAGA Period").

23 **II.**

24 **JURISDICTION AND VENUE**

25 4. Venue as to each Defendant is proper in this judicial district. Defendants conduct
26 business and commit Labor Code violation in San Diego County, and each Defendant or
27 DOE is within California for service of process. The unlawful acts alleged occurred, and
28

1 have a direct effect upon, the aggrieved employees within California and within San
2 Diego County. (Code of Civil Procedure § 395.).

3 5. This Court has jurisdiction over Plaintiff's claims because Defendants regularly
4 conduct business in California, are alleged to have violated the law in California, Plaintiff's
5 claims raise no federal questions; and, PAGA civil penalty actions are not subject to federal
6 jurisdiction.

7 6. This Court has jurisdiction over Plaintiff, Defendants, and the other aggrieved
8 employees', claims under Labor Code sections 558.1, 2698, *et seq.*

9 7. On information and belief, the California Superior Court has primary and original
10 jurisdiction in this matter because there is no federal question at issue, as the issues herein
11 are based solely on California statutes and law, including the California Labor Code, IWC
12 Wage Orders, Code of Civil Procedure and Business and Professions Code.

13 III.

14 THE PARTIES

15
16 8. Plaintiff, Mr. Keppel, is over the age of eighteen (18) and was at all relevant times a
17 California resident. From approximately January through July 1, 2022, Mr. Keppel worked
18 as a financial sales representative in Defendants' car dealerships located in Chula Vista,
19 California in the County of San Diego.

20 9. Plaintiff is informed and believes, and thereon alleges that DESERT AUTO GROUP
21 V, LLC is a California Limited Liability Company, and has conducted business, and
22 employed Plaintiff and other aggrieved employees during the PAGA Period in the County
23 of San Diego.

24 10. At all times mentioned herein, the common policies and practices of Defendants
25 and/or DOES were a direct cause of Defendants' and/or DOES' failure to comply with
26 California's wage and hour laws, Wage Orders, and/or the California Labor Code, as set
27 forth more fully within. The true names and capacities, whether individual, corporate,
28 subsidiary, partnership, associate or otherwise of Defendant DOES 1 through 25, inclusive,

1 are presently unknown to Plaintiff who therefore sues Defendants by such fictitious names
2 pursuant to Cal. Civ. Proc. Code § 474. Plaintiff will seek leave to amend this Complaint to
3 allege the true names and capacities of Does 1 through 25, inclusive, when they are
4 ascertained. Plaintiff is informed and believes, and based upon that information and belief
5 alleges, all Defendants named in this Complaint, including DOES 1 through 25, inclusive,
6 are responsible in some manner for one or more of the events and happenings that
7 proximately caused the injuries and damages hereinafter alleged.

8 11. On information and belief, at all relevant times each of the Defendant, including
9 DOE Defendants (collectively, Defendants), was the agent or employee of each of the other
10 Defendants, and at all times each Defendant was acting within the scope and authority of
11 said agency or employment, and were joint employers of Plaintiff and liable for damages
12 pursuant to Labor Code §558.1.

13 IV.

14 **EXHAUSTION OF ADMINISTRATIVE REMEDIES/PROCEDURAL HISTORY**

15 12. On August 10, 2022, Plaintiff, through his counsel, gave online written notice of his
16 employer's violations of various provisions of the California Labor Code as alleged in this
17 complaint to the Labor and Workforce Development Agency ("LWDA") and sent that
18 written notice *via* certified mail to his employer. The written notice specified the
19 aggrieved employees' facts and legal theories of what policies and practices were being
20 complained of. Plaintiff also paid the appropriate filing fee with the LWDA.

21 13. The LWDA did not provide notice of its intention to investigate Defendants for
22 their Labor Code violations within the applicable statutory period. (Cal. Lab. Code §
23 2699.3(a)(2)(A)). The filing fee to the LWDA has been paid on behalf of Plaintiff. More
24 than 65 days have passed since Plaintiff gave notice to the LWDA of these claims.

25 14. Plaintiff has exhausted his administrative remedies under Labor Code § 2698 *et seq.*

26 15. On or about November 3, 2022, Plaintiff filed this action seeking PAGA remedies on
27 behalf of all Aggrieved Employees as defined herein. This case was assigned case number
28 37-2022-00044571-CU-OE-CTL.

1 16. On or about December 21, 2022, Plaintiff demanded arbitration of his individual
2 claims against Defendants by filing his claims with JUDICIAL ARBITRATION and
3 MEDIATION SERVICES [JAMS], pursuant to an arbitration agreement with Defendants
4 with a fee waiver pursuant to California Code of Civil Procedure §1284.3. A true and
5 correct copy of Plaintiff's Complaint in Arbitration is attached to this Complaint and
6 incorporated by reference as though fully set forth herein.

7 17. On or about January 24, 2023, Defendant DAG V filed a "Response to Demand for
8 Arbitration" with JAMS. However, Defendant failed and refused to pay JAMS the
9 arbitration fee and abandoned arbitration.

10 18. Plaintiff now demands both individual and representative remedies by this single
11 action in the San Diego Superior Court.

12 **V. GENERAL ALLEGATIONS**

13 19. Plaintiff re-alleges and incorporates herein by reference each and every allegation in
14 the preceding and subsequent paragraphs. Plaintiff and other employees of Defendants
15 were hired to staff Defendants' car dealerships in Chula Vista. Defendants operated Chula
16 Vista Ford and Chula Vista Kia as one dealership. Defendants sold new Ford and Kia
17 vehicles as well as used vehicles of various makes to the general public. Plaintiff and other
18 employees worked as car salespersons, finance personnel, lot porters, assistant managers,
19 DMV staff, and other positions. Defendants promised Plaintiff and other employees they
20 would earn commissions and that Defendants would obey California labor law.

21 20. However, Defendants failed and refused to live up to their promises by one or more
22 of the following violations: Defendants failed to pay their commissioned employees all
23 commissions owed, failed to secure written contracts where required by Labor Code
24 §2751, or secured written agreements that were incomplete, incoherent, ambiguous, void
25 *ab initio*, or simply ignored by Defendants.

26 21. Plaintiff and all aggrieved employees fulfilled their duties as promised by selling
27 cars, financing cars, cleaning and tracking inventory and other required duties.
28 Oftentimes, Plaintiff and commissioned employees were required to spend hours

1 performing non-sales duties such as training, meetings and record-keeping, during which
2 they were not separately compensated. Defendants failed and refused to pay their
3 commissioned employees for all hours worked at the correct rate.

4 22. Additionally, Defendants would regularly fail to credit Plaintiff and all aggrieved,
5 commissioned employees with all the commissions they earned by one or more of the
6 following methods: by shifting sales to other workers, by exaggerating and inflating
7 reconditioning costs, chargebacks, by fabricating other costs and then deducting those
8 unlawful costs against the promised commissions, by deliberately failing to credit
9 aggrieved employees for all sales they were owed.

10 23. Furthermore, Defendants would routinely modify timecards of the aggrieved
11 employees and/or failed to keep timecards at all. Defendants reduced the number of
12 regular hours and eliminated overtime hours reflected on the timecards of the aggrieved
13 employees. Defendants then paid Plaintiff and the aggrieved employees fewer wages, at a
14 lesser rate than promised, and in any case, below minimum wage.

15 24. Additionally, Defendants made unlawful deductions from the paychecks of
16 Plaintiff and aggrieved employees, without their express, written consent. California
17 Labor Code §221 forbids any employer from making deductions from wages without
18 written consent, with the exception of tax withholdings.

19 25. Codified in California Labor Code section 2810.5, California's Wage Theft
20 Protection Act requires employers to provide employees with basic information at the time
21 of hiring and when changes occur to their employment. The Wage Theft Protection Act
22 provides that an employee must be furnished with written notice of, at the time of hiring:
23 rate of pay (including overtime), whether paid by hour, salary, piece-rate, shift, day, week,
24 commission, or otherwise, and allowances claimed such as meal or lodging. This notice
25 must include a statement that the employee can accrue and use sick leave, has the right to
26 request and use paid sick leave, may not be terminated or retaliated against for requesting
27 or using paid sick leave, and has the right to file a complaint against any employer who
28 does so retaliate.

1
2
3
4 FIRST CAUSE OF ACTION

5 Wage Theft [CA Labor Code §201, 203, 204, 204.1, 218, 221-224, 226, 226.7, 510, §1194, 2751]

6 By all Plaintiffs against All Defendants

7 26. Plaintiff re-alleges and incorporates herein by reference each and every allegation
8 in the preceding and subsequent paragraphs.

9 27. As set forth more fully herein, Plaintiff and all other aggrieved employees
10 performed work for Defendants for which they were not paid for all commissions and
11 wages earned, at the correct rate of pay, at least minimum wage for all hours worked.
12 Plaintiff and other aggrieved employees also spent time performing non-sales tasks, as set
13 forth above. Defendants failed and refused to Plaintiff and all aggrieved employees for
14 time spent performing non-sales tasks.

15 28. Plaintiff's regular rate of pay, and that of all commissioned employees, varied
16 during the week, as they earned commissions.

17 29. However, Defendants failed to pay Plaintiff and all aggrieved employees at the
18 correct rate of pay for all hours worked, nor did Defendants properly compensate them for
19 all non-sales activities they performed, nor for time spent taking fully relieved rest and
20 meal periods. During their employment, Defendant improperly deducted amounts from
21 the paychecks of Plaintiff and aggrieved employees without express authorization.

22 30. During weeks when Plaintiff and aggrieved employees worked more than 8 hours
23 in one day and/or more than 40 hours in one week, they were entitled to earn overtime
24 pay equal to one and one-half times their regular rate of pay, which varied [LC §510].
25 Defendants failed to compensate Plaintiff and all aggrieved employees for all overtime
26 hours they earned during their employment with Defendants at the correct rate.

27 31. California Labor Code §1194 requires employers pay all non-exempt employees at
28 least minimum wage for all hours they remain under the employers' control.

1 32. As set forth more fully herein, Defendants did not pay Plaintiff and all aggrieved
2 employees at least minimum wage for all hours they worked for them and/or remained
3 under their control.

4 33. Plaintiff is entitled to, and hereby demands, liquidated damages [LC §1194.2]
5 equivalent to one hours' pay at Plaintiff's regular rate of pay, for each hour of unpaid
6 minimum wage Defendants owe Plaintiff and all aggrieved employees, in an amount
7 according to proof.

8 34. Furthermore, California Labor Code §2751 requires all employers who pay
9 employees a commission to furnish the employees with a sales compensation plan [pay
10 plan] detailing how and when sales commissions are calculated and paid. Defendants' pay
11 plan had one or more of the following deficiencies: The pay plan was not furnished timely,
12 was not specific enough to fully inform the employee of their commission rate, was
13 unintelligible, was subject to unilateral changes by the employer, and/or was not followed
14 by Defendants. By failing to provide Plaintiff and all aggrieved employees with all
15 commissions they earned and due to the aforementioned deficiencies with Defendant's
16 pay plan, Defendants breached Labor Code §204.1 and §221 by deducting amounts from
17 the paychecks of Plaintiff and all aggrieved employees who were promised commissions.

18 35. More than 30 days have passed since Plaintiff separated his employment with
19 Defendants. Similarly, more than 30 days have passed since other aggrieved employees
20 have separated their employment with Defendants. In all cases, Defendants failed and
21 refused to pay Plaintiff and all employees all wages they were owed within 24 hours in the
22 case of employees who were terminated, or within 72 hours in the case of employees who
23 quit. Defendants' failure to pay all wages upon separation was willful and intentional
24 based upon the facts set forth herein. Labor Code §203 authorizes civil penalties equal to
25 one days' pay for each day Defendants failed to pay Plaintiff and all aggrieved employees,
26 capped at 30 days' pay, in an amount according to proof.

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40. The exact amount Defendants owe Plaintiff and aggrieved employees cannot be ascertained without an examination of all sales contracts, deductions, invoices and financing agreements. Plaintiff hereby demands to see all sales contracts, deductions, invoices and financing agreements so that damages may be calculated.

FOURTH CAUSE OF ACTION:

FAILURE TO REIMBURSE EMPLOYEE EXPENSES

LABOR CODE §2802

By Plaintiff Against All Defendants

41. Plaintiff re-alleges and incorporates herein by reference each and every allegation in the preceding and subsequent paragraphs.

42. Plaintiff and all aggrieved employees were required to provide their cell phone numbers to Defendants as part of their job duties. Defendants relied upon their workers' cell phones in that the workers, including Plaintiff and all aggrieved employees used their personal cell phones to conduct Defendants' business. The phones were used to communicate between workers to coordinate sales, locate inventory, pricing and the like. The use of their phones was known to Defendants who enjoyed benefits including increased sales and profits.

43. Plaintiff and all aggrieved employees incurred the cost of the use of their phones on behalf of Defendants. Defendants failed and refused to reimburse Plaintiff and all aggrieved employees for the cost of their cell phones. In doing so, they violated California Labor Code §2802 *and see Cochran v. Schwann's Home Service* 228 Cal. App. 4th 1137.

44. Plaintiff now seeks reimbursement of a reasonable amount of his cell phone bill as well as reasonable attorneys' fees and court costs, and civil penalties under PAGA as set forth herein.

1 **FIFTH CAUSE OF ACTION**

2 **Remedies Under the Private Attorneys' General Act**

3 **Lab.Code §2699 et seq.**

4 **By Plaintiff and All Aggrieved Employees**

5 **Against All Defendants**

6 45. Plaintiff re-alleges and incorporates herein by reference each and every allegation
7 in the preceding and subsequent paragraphs.

8 46. Plaintiff also bring this action to recover civil penalties on behalf of all Aggrieved
9 Employees. Aggrieved Employees are defined as all employees of Defendants in
10 California who worked for Defendants at any time between June 6, 2021 to the present
11 date [PAGA Period] and suffered one or more of the violations set forth in Plaintiff's letter
12 to the Labor and Workforce Development Agency on August 10 2022. A true and correct
13 copy of Plaintiff's "PAGA Letter" is attached to this Complaint and is incorporated by
14 reference as though fully set forth herein.

15 47. Plaintiff sent a notice correspondence showing compliance with *Cal. Lab. Code §*
16 *2699.3* to the LWDA and Defendants on August 10, 2022. This notice demonstrates that
17 Plaintiff is an aggrieved employee and has standing to bring a representative action on
18 behalf of the LWDA and as a private attorney general. No notice of cure by Defendants
19 and/or DOES was provided and no notice of investigation was received from the LWDA
20 in the statutorily proscribed sixty-five (65) day period since the mailing of the notice of the
21 action.

22 48. During the PAGA PERIOD alleged herein, Plaintiffs and all Aggrieved Employees
23 suffered one or more of the following Labor Code Violations: 201, 202, 203, 204, 204.1, 210,
24 218.5, 221, 226, 226.2, 226.7, 233, 234, 246, 246.5, 510, 512, 1102.5, 1120, 1174, 1174.5, 1194,
25 1194.5, 1197.1, 1199, 2802 and others as set forth in Plaintiff's letter to the LWDA, which is
26 hereby incorporated by reference as though fully set forth herein.

27 49. On information and belief Plaintiff and all other employees are Aggrieved
28 Employees. Aggrieved Employees is defined as all employees who were employed by

1 Defendants in California for any period of time during the PAGA period who suffered one
2 or more violations of Labor Code Section 201, 202, 203, 204, 204.1, 210, 218.5, 221, 226,
3 226.2, 226.7, 233, 234, 246, 246.5, 510, 512, 1102.5, 1120, 1174, 1174.5, 1194, 1194.5, 1197.1,
4 1199, 2802.

5 50. As such, under California Labor Code section 2699 et seq, Plaintiff seeks to recover
6 civil penalties under California Labor Code §2698 *et seq* for these statutory violations.

7 51. Plaintiffs, who suffered one or more of the foregoing losses, are Aggrieved
8 Employees with standing to bring this Action under the PAGA. Plaintiffs have satisfied
9 all prerequisites to serve as representatives of the general public to enforce California's
10 labor laws, and the penalty provisions identified in Labor Code Section 2699.5 for various
11 violations of Labor Code as set forth herein.

12 52. Pursuant to Labor Code §2699(f), Plaintiffs on behalf of themselves and all other
13 Aggrieved Employees, seeks recovery of applicable civil penalties: one hundred dollars
14 (\$100.00) for each aggrieved employee per pay period for the initial violation per Labor
15 Code section 2699(f)(2); and, two hundred dollars (\$200.00) for each aggrieved employee
16 per pay period for each subsequent violation.

17 53. Plaintiff also demands attorneys' fees and costs pursuant to Labor Code Section
18 2699 (g) (1).

19 **SIXTH CAUSE OF ACTION:**

20 **Unfair/Unlawful Business Practices**

21 **CA Bus. & Prof. Code §17200 et seq.**

22 **By Plaintiff and All Aggrieved Employees**

23 **Against All Defendants**

24 54. Plaintiff re-alleges and incorporates herein by reference each and every allegation
25 in the preceding and subsequent paragraphs.

26 55. Defendants and/or DOES failure to pay all commissions, straight time and
27 overtime wages earned, failure to provide compliant meal and/or rest breaks and/or
28 compensation in lieu thereof, failure to itemize and keep accurate records, failure to pay all

1 wages due at time of termination, failure to pay all wages due twice per month, and
2 failure to adopt a legally compliant sick pay policy, unlawful payroll deductions, as
3 alleged herein, constitutes unlawful activity prohibited by California Business and
4 Professions Code section 17200, et seq.

5 56. The actions of Defendants and/or DOES in failing to pay Plaintiffs and all
6 Aggrieved Employees in a lawful manner, as alleged herein, constitutes false, unfair,
7 fraudulent and deceptive business practices, within the meaning of California Business
8 and Professions Code section 17200, et seq.

9 57. As set forth above, Defendants regularly modified timecards, failed and refused to
10 pay workers for commissions and wages they earned and failed to permit meal, rest and
11 recovery periods. Defendants unlawfully deducted money from Plaintiffs' paychecks
12 without their consent. Workers and wage-earners rely upon their paychecks to support
13 themselves and their families, a difficult endeavor in California. Therefore, Defendants'
14 failures constitute unlawful and unfair business practices.

15 58. As a result of their unlawful acts, Defendants and/or DOES have reaped and
16 continue to reap unfair benefits at the expense of Plaintiffs and the Aggrieved Employees.
17 Defendants and/or DOES should be enjoined from this activity and made to disgorge
18 these ill-gotten gains and restore Plaintiffs pursuant to Business and Professions Code
19 section 17203. Plaintiffs are informed and believe, and thereon allege, that Defendant
20 and/or DOES are unjustly enriched through their policy of not paying all wages owed to
21 Plaintiffs.

22 59. Furthermore, Defendants' practices of wage-theft serves to unlawfully and unfairly
23 increase Defendants' profit margin at the expense of Plaintiffs.

24 60. As a direct and proximate result of the unfair business practices of Defendants
25 and/or DOES, and each of them, Plaintiffs are entitled to equitable and injunctive relief,
26 including full restitution and/or disgorgement of all wages, commissions, deductions and
27 premium pay which have been unlawfully withheld from Plaintiffs as a result of the
28

business acts and practices described herein and enjoining Defendants and/or DOES from engaging in the practices described herein.

61. The illegal conduct alleged herein is continuing, and there is no indication that Defendants and/or DOES will cease and desist from such activity in the future. Plaintiffs allege that if Defendants and/or DOES are not enjoined from the conduct set forth in this Complaint, they will continue the unlawful activity discussed herein.

62. WHEREFORE, Plaintiffs request relief as described below.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:

1. On the First Cause of Action:

- a. For economic damages including back wages;
- b. For liquidated damages pursuant to Labor Code §1194.2 and civil and statutory penalties as allowed by law;
- c. For waiting time penalties pursuant to Labor Code §203 et seq.
- d. For costs, expert fees, and attorney's fees pursuant to Labor Code §218.5 and §1194;
- e. For interest at the legal rate pursuant to Labor Code §218.6;
- f. Recovery of civil penalties as prescribed by the Private Attorneys General Act of 2004; including Labor Code §2699 (f)(2) and (g)(1) et seq and,
- g. An award of attorneys' fees and costs of suit, as allowable under the law, including Labor Code § 2699 (g)(1) et seq. and

2. On the Second Cause of Action:

- a. For economic damages
- b. For civil and statutory penalties as authorized by Labor Code §226 (e) 1
- c. For an accounting of all wages earned by Plaintiff
- d. For costs, expert fees, and attorney's fees pursuant to Labor Code §226 (e) 1;
- e. For interest at the legal rate pursuant to Labor Code §218.6

- 1 f. Recovery of civil penalties as prescribed by the Private Attorneys General Act of
2 2004 including Labor Code §2699 (f)(2) et seq and,
- 3 g. An award of attorneys' fees and costs of suit, as allowable under the law,
4 including Labor Code § 2699 (g)(1) et seq. and
- 5 3. On the Third Cause of Action:
- 6 a. For an accounting of all sales and financing attributed to Plaintiff, and all
7 aggrieved employees
- 8 b. For costs, expert fees, and attorney's fees pursuant to Labor Code §218.5 and
9 §2699 (g)(1)et seq
- 10 c. Recovery of civil penalties as prescribed by the Private Attorneys General Act of
11 2004; including Labor Code §2699 (f)(2) et seq and,
- 12 4. On the Fourth Cause of Action:
- 13 a. For economic damages including reimbursement of a reasonable amount for the
14 use of cell phones to Plaintiff
- 15 b. For costs, expert fees, and attorney's fees pursuant to Labor Code §2804 and
16 §2699 (g)(1)et seq and,
- 17 c. Recovery of civil penalties as prescribed by the Private Attorneys General Act of
18 2004; including Labor Code §2699 (f)(2) et seq and,
- 19 5. On the Fifth Cause of Action:
- 20 a. For recovery of all civil penalties permitted by Labor Code section 2699 (f)(2)for
21 all violations of the California Labor Code applicable to this action in an amount
22 according to proof;
- 23 b. An award of attorneys' fees and costs of suit, as allowable under the law,
24 including Labor Code § 2699 (g)(1).
- 25 c. That this action be maintained as a Representative Action under the PAGA, and
26 Plaintiff and his counsel be provided with all enforcement capabilities as though
27 this action were brought by the California Division of Labor Standards
28 Enforcement;

1 6. On the Sixth Cause of Action:

- 2 a. For civil and statutory penalties pursuant to Business & Professions Code
3 §17200;
- 4 b. For equitable and injunctive relief requiring Defendants to maintain employee
5 personnel records, to provide an accounting of all sales and commissions, and
6 keep accurate records pursuant to Labor Code §1174 and the applicable wage
7 order;
- 8 c. For restitution of all unpaid/underpaid wages and commissions pursuant to
9 Business & Professions Code §17200 et seq;
- 10 d. For interest at the legal rate;
- 11 e. For costs, expert fees, and attorney's fees pursuant to Business & Professions
12 Code §17200 et seq;
- 13 f. Recovery of civil penalties as prescribed by the Private Attorneys General Act of
14 2004 including Labor Code §2699(f)(2); and,
- 15 g. An award of attorneys' fees and costs of suit, as allowable under the law,
16 including Business & Professions Code §17200 et seq.

17 7. For All Causes of Action:

- 18 a. For such other legal, equitable and injunctive relief as the court may deem
19 appropriate;

20 Law Offices of Arthur R. Botham, Jr. ALC
21 Law Offices of Zachary T. Tyson

22 Dated: November 13, 2024

23 By: s/Arthur R. Botham, Jr.
24 Arthur R. Botham, Jr.
25 Zachary T. Tyson
26 Attorneys for Plaintiffs
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