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16 Attorneys for Plaintiffs

17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

18 **COUNTY OF SAN BERNARDINO**

19 RAYMOND CRESSALL and DAVID
20 ANTONOV, on behalf of themselves and
others similarly situated,

21 Plaintiffs,

22 v.

23 GALPIN MOTORS, INC., a California
corporation; GALPIN JAGUAR LINCOLN-
24 MERCURY, INC., a California corporation;
25 GALPIN VOLKSWAGEN, LLC, a California
limited liability company; and DOES 1
26 through 50, inclusive,

27 Defendants.
28

FILED
SUPERIOR COURT
COUNTY OF SAN BERNARDINO

SEP 06 2018

BY NADYA AVAKIAN
NADYA AVAKIAN, DEPUTY

Case No.: CIVDS1809319

[Assigned for all purposes to Hon. David
Cohn; Dept. S26]

CLASS ACTION

**[PROPOSED] ORDER GRANTING
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Preliminary Approval Hearing

Date: September 6, 2018

Time: 8:30 a.m.

Dept.: S26

1 This Motion of Plaintiffs Raymond Cressall and David Antonov (collectively, "Plaintiffs") for
2 Preliminary Approval of Class Action Settlement came regularly for hearing before this Court on
3 September 6, 2018, at 8:30 a.m. The Court, having considered the Stipulation of Resolution
4 ("Settlement Agreement"), attached as Exhibit "1" to the Declaration of Anthony J. Orshansky filed
5 concurrently with this Motion; having considered Plaintiffs' Motion For Preliminary Approval of
6 Class Action Settlement, memorandum of points and authorities in support thereof, and supporting
7 declarations filed therewith; and good cause appearing, **HEREBY ORDER THE FOLLOWING:**

8 1. The Court **GRANTS** preliminary approval of the class action settlement as set forth in
9 the Settlement Agreement and finds its terms to be within the range of reasonableness of a settlement
10 that ultimately could be granted approval by the Court at a Final Approval hearing. The Court
11 preliminarily approves the terms of the Settlement Agreement and finds that they fall within the range
12 of approval as fair, adequate, and reasonable. Based on a review of the paper submitted by Plaintiffs,
13 the Court finds that the settlement is the result of arm's-length negotiations conducted after Plaintiffs
14 and/or their counsel adequately investigated the claims and became familiar with the strengths and
15 weaknesses of the claims. The assistance of an experienced mediator in the settlement process supports
16 the Court's conclusion that the settlement is non-collusive and reasonable. The settlement is
17 presumptively valid, subject only to any objections that may be raised pursuant to the terms of the
18 Settlement Agreement. For purposes of the settlement, the Court finds that the proposed Settlement
19 Class is ascertainable and that there is a sufficiently well-defined community of interest among the
20 Settlement Class Members in questions of law and fact. Therefore, for settlement purposes only, the
21 Court grants conditional certification of the following Settlement Class:

22 All persons who are or were employed by Galpin (see definition below) in the State of
23 California as non-exempt employees and paid, in whole or part, on a commission basis,
24 at any time from July 1, 2013 to July 1, 2018. ("Settlement Class" or "Settlement Class
Members")

25 The term "Galpin" means Defendants, and each of them, together with their respective
26 subsidiaries, affiliates, predecessors or successors in interest, or the officers, directors,
27 shareholders, employees, attorneys, agents, assigns, insurers, re-insurers, of any of
28 them, including, but not limited to, Boeckmann Automotive, LLC, *dba* Galpin Honda;
Heart and Seoul Automotive, LLC, *dba* Galpin Kia; and Galpin Auto Sports, LLC.

1 2. For purposes of the settlement, the Court designates Raymond Cressall and David
2 Antonov as Class Representatives, and designates Anthony J. Orshansky and Justin Kachadoorian of
3 CounselOne, P.C., Thomas W. Falvey of Law Offices of Thomas W. Falvey, Michael H. Boyamian
4 and Armand Kizirian of Boyamian Law, Inc., and Marcus A. Mancini of Mancini & Associates as
5 Class Counsel.

6 3. The Court designates CPT Group, Inc., as the third-party Settlement Administrator for
7 mailing notices.

8 4. The Court approves, as to form and content, the Class Notice (comprised of the Notice
9 of Pendency of Class Action and Settlement and the Notice of Settlement Award) attached as Exhibit
10 A to the Settlement Agreement (which is itself attached as Exhibit "1" to the Declaration of Anthony
11 J. Orshansky).

12 5. The Court finds that the form of notice to the Settlement Class Members regarding the
13 pendency of the Action and of the Settlement Agreement, and the methods of giving notice to
14 Settlement Class Members constitute the best notice practicable under the circumstances, and
15 constitute valid, due, and sufficient notice to all Settlement Class Members. The form and method of
16 giving notice complies fully with the requirements of California Code of Civil Procedure section 382,
17 California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and other
18 applicable law.

19 6. The Court further approves the procedures for Settlement Class Members to opt out of
20 or object to the settlement, as set forth in the Class Notice and the Settlement Agreement.

21 7. The procedures and requirements for submitting objections in connection with the Final
22 Approval hearing are intended to ensure the efficient administration of justice and the orderly
23 presentation of any Settlement Class Member's objection to the settlement, in accordance with the due
24 process rights of all Settlement Class Members.

25 8. The Court directs the Settlement Administrator to mail the Class Notice to the
26 Settlement Class Members in accordance with the terms of the Settlement Agreement.

27 9. The Class Notice shall provide 45 calendar days' notice for Settlement Class Members
28 to submit disputes, opt out of, or object to the settlement.

10. The Final Approval hearing on the question of whether the Settlement Agreement should be finally approved as fair, reasonable, and adequate is scheduled on January 9, 2019 at 8:30 a.m. / ~~p.m.~~ in Department S26 of this Court, located at 247 West Third Street, San Bernardino, California 92415. The Court reserves the right to continue the date of the Final Approval hearing without further notice to the Settlement Class Members. The Court retains jurisdiction to consider all further applications arising out of or in connection with the Settlement Agreement.

11. At the Final Approval hearing, the Court will consider: (a) whether the Settlement Agreement should be approved as fair, reasonable, and adequate for the Settlement Class; (b) whether a judgment granting final approval of the Settlement Agreement should be entered; and (c) whether Plaintiffs' request for enhancement payments, settlement administration costs, LWDA payment, and Class Counsel's attorneys' fees and costs should be granted.

12. Counsel for the Parties shall file memoranda, declarations, or other statements and materials in support of their request for final approval of the settlement and Plaintiffs' request for enhancement payments, settlement administration costs, LWDA payment, and Class Counsel's attorneys' fees and costs prior to the Final Approval hearing according to the time limits set by the Code of Civil Procedure and the California Rules of Court.

13. An implementation schedule is below (assuming that the Court grants preliminary approval of the settlement on September 6, 2018):

Event	Date
Defendants to provide class contact information to Settlement Administrator no later than:	September 26, 2018
Settlement Administrator to mail Class Notice to the Settlement Class Members no later than:	October 8, 2018
Deadline for Settlement Class Members to submit disputes, request exclusion from, or object to the settlement:	November 22, 2018

1	Deadline for Plaintiffs to file Motion for Final	December 7, 2018
2	Approval of Class Action Settlement:	
3	Final Approval Hearing:	<input type="checkbox"/> January 9, 2019
4		<input type="checkbox"/> _____

5 14. Pending the Final Approval hearing, all proceedings in this Action, other than
6 proceedings necessary to carry out or enforce the terms and conditions of the settlement and this Order,
7 are stayed.

8 15. Counsel for the Parties are hereby authorized to utilize all reasonable procedures in
9 connection with the administration of the settlement which are not materially inconsistent with either
10 this Order or the terms of the settlement.

11 16. In the event the settlement is not finally approved, or otherwise does not become
12 effective in accordance with the terms of the settlement, this Order shall be rendered null and void and
13 shall be vacated, and the Parties shall revert to their respective positions as of before entering into the
14 settlement.

15 **IT IS SO ORDERED.**

16 Dated: SEP 06 2018

DAVID COHN

Hon. David Cohn
Judge of the Superior Court

**SUMMONS
(CITACION JUDICIAL)**

SUM-100

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County Of Los Angeles

AUG 03 2017

Sherri R. Carter, Executive Officer/Clerk

By: Marlon Gomez, Deputy

NOTICE TO DEFENDANT: GALPIN MOTORS, INC., a California
(AVISO AL DEMANDADO): corporation, GALPIN JAGUAR
LINCOLN-MERCURY, INC., a California corporation,
GALPIN VOLKSWAGEN, LLC, a California limited
liability company, and DOES 1 through 25, inclusive

YOU ARE BEING SUED BY PLAINTIFF: RAYMOND CRESSALL, an
(LO ESTÁ DEMANDANDO EL DEMANDANTE): individual, on
behalf of himself and all other aggrieved employees
and the general public

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

BC671021

The name and address of the court is:
(El nombre y dirección de la corte es):

SUPERIOR COURT OF THE STATE OF CALIFORNIA
111 North Hill Street
Same as Above
Los Angeles, CA 90012

CASE NUMBER:
(Número del Caso):

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Thomas W. Falvey, SBN 65744 T: 818-547-5200 F: 818-500-9307

Michael H. Boyamian, SBN 256107 Armand R. Kizirian, SBN 293992

LAW OFFICES OF THOMAS W. FALVEY
Glendale, CA 91203

DATE:

(Fecha) AUG 03 2017

Clerk, by Marlon Gomez, Deputy
(Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☐ on behalf of (specify):
- under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
- ☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
- ☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
- ☐ other (specify):
4. ☐ by personal delivery on (date):

Page 1 of 1

LAW OFFICES OF THOMAS W. FALVEY

Thomas W. Falvey (SBN 65744)
Michael H. Boyamian (SBN 256107)
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Superior Court Of California
County Of Los Angeles

AUG 03 2017

Sherri R. Carter, Executive Officer/Clerk

By: Marlon Gomez, Deputy

MANCINI & ASSOCIATES

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Attorneys for Plaintiff RAYMOND CRESSALL,
Other Aggrieved Employees, and the General Public

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

BC671021

RAYMOND CRESSALL, an individual,
on behalf of himself and all other
aggrieved employees and the general
public,

Plaintiffs,

vs.

GALPIN MOTORS, INC., a California
corporation, GALPIN JAGUAR
LINCOLN-MERCURY, INC., a
California corporation, GALPIN
VOLKSWAGEN, LLC, a California
limited liability company, and DOES 1
through 25, inclusive,

Defendants.

CASE NO.

COMPLAINT FOR:

- CIVIL PENALTIES UNDER LABOR CODE
PRIVATE ATTORNEYS GENERAL ACT OF
2004, LABOR CODE 2698, ET. SEQ**

1 Plaintiff RAYMOND CRESSALL, an individual, hereby files this Complaint against
2 Defendants GALPIN MOTORS, INC., a California corporation, GALPIN JAGUAR LINCOLN-
3 MERCURY, INC., a California corporation, GALPIN VOLKSWAGEN, LLC, a California limited
4 liability company (hereinafter "Galpin" or "Defendant") and Does 1 to 25 (hereinafter collectively,
5 "Defendants"). Plaintiff is informed and believes and on the basis of that information and belief alleges
6 as follows:

7 INTRODUCTION

8 1. This lawsuit challenges the Defendants' employment practices with respect to its Sales
9 Consultants (and other similarly-titled employees) employed in the State of California, based on
10 Defendants' policy and practice of denying earned wages, including overtime pay to these non-exempt
11 employees. In particular, Defendants require their employees to be present and perform work in excess
12 of eight hours per day and/or forty hours per work week but fails to pay them overtime accordingly,
13 and further fails to pay for all straight time hours worked. Also Defendants require such employees
14 to perform work tasks during unpaid breaks, fails to provide meal and rest breaks, fails to timely
15 compensate employees for all wages earned, and fails to properly and accurately calculate overtime
16 and report wages earned, hours worked, and wage rates.

17 2. At all times relevant hereto, and with certain defined exceptions, Defendants'
18 compensation scheme did not fully compensate Plaintiff with at least minimum wages and/or
19 designated rates for all hours worked.

20 3. At all times relevant hereto, and with certain defined exceptions, Defendants'
21 compensation scheme did not fully compensate Plaintiff with overtime compensation for all overtime
22 hours worked.

23 4. At all times relevant hereto, and as a matter of policy and/or practice, Defendants failed
24 to provide Plaintiff with adequate off-duty meal periods and meal period compensation in violation of
25 Labor Code sections 226.7, 512, and 516 and IWC Wage Order No. 4 section 11.

26 5. At all times relevant hereto, and as a matter of policy and/or practice, Defendants failed
27 to provide Plaintiff with paid rest periods and rest period compensation in violation of Labor Code
28 sections 226.7 and 516 and IWC Wage Order No. 4 section 12.

6. At all times relevant hereto, and as a matter of policy and/or practice, Defendants knowingly and intentionally provided Plaintiff with wage statements that, among others, do not show all wages earned, all hours worked, or all applicable rates.

7. At all times relevant hereto, and as a matter of policy and/or practice, Defendants failed to maintain documentation of the actual hours worked each day by Plaintiff, all wages earned and meal breaks taken in violation of Labor Code sections 1174 and IWC Wage Order No. 4 section

8. At all times relevant hereto, and as a matter of policy and/or practice, Defendants failed to pay Plaintiff all wages due and owing upon termination of employment including, but not limited to, payment of wages for off-the-clock work, overtime compensation and missed meal and rest periods compensation.

9. In this case, Plaintiff seeks penalties established by Labor Code section 2699, the Private Attorney Generals Act (PAGA), against Defendants for their unlawful employment practices.

PARTIES

Plaintiff Raymond Cressall

10. Plaintiff Raymond Cressall is an individual over the age of eighteen (18) and is now and/or at all relevant times mentioned in this Complaint was a resident and domiciliary of the State of California. Throughout the Relevant Time Period, Mr. Cressall worked for Defendants as a Sales Consultant at Defendants' dealership in North Hills, California in Los Angeles County, California, initially from April 4, 2005 to February 2, 2009. Mr. Cressall was later re-hired back to Galpin on November 17, 2012 and continued to work as a Sales Consultant for Defendants until his unlawful termination on, again, February 2, 2017 – the same date he initially separated from Defendants and on his birthday.

Defendants Galpin Motors, Inc., Galpin Jaguar Lincoln-Mercury, Inc., and Galpin Volkswagen, LLC

11. Plaintiff is informed and believes and based thereon alleges that Defendant Galpin Motors, Inc. is now and/or all times mentioned in this Complaint was a California Corporation licensed to do business and actually doing business in the State of California.

////

1 12. Plaintiff is informed and believes and based thereon alleges that Defendant Galpin
2 Jaguar Lincoln-Mercury, Inc. is now and/or all times mentioned in this Complaint was a California
3 Corporation licensed to do business and actually doing business in the State of California.

4 13. Plaintiff is informed and believes and based thereon alleges that Defendant Galpin
5 Volkswagen, LLC is now and/or all times mentioned in this Complaint was a California limited
6 liability company licensed to do business and actually doing business in the State of California.

7 14. Plaintiff is informed and believes and based thereon alleges that Defendants Galpin
8 Motors, Inc., Galpin Jaguar Lincoln-Mercury, Inc., and Galpin Volkswagen, LLC, are, and at all
9 relevant times were, California corporations and a limited liability corporation, owners and operators
10 of a business and/or with numerous geographic locations within the State of California, including in
11 Los Angeles County as "Galpin Motors." Among other things, Galpin is a leading automobile
12 dealership in the greater Los Angeles area and San Fernando Valley selling a variety of different makes
13 and models from different manufacturers.

14 15. Galpin operates Ford, Honda, Mazda, Volvo, Jaguar, Subaru, Volkswagen, Lotus, and
15 Aston Martin new and used auto dealerships throughout the State of California. Plaintiff is informed
16 and believes and based thereon alleges that Defendants maintain and operate at least one auto
17 dealership in North Hills, California in the County of Los Angeles, located at 15505 Roscoe
18 Boulevard.

19 16. Plaintiff is informed and believes and based thereon alleges that the degree of control
20 exercised by Galpin Motors, Inc. over Galpin Jaguar Lincoln-Mercury, Inc. and Galpin Volkswagen,
21 LLC is enough to reasonably deem Galpin Jaguar Lincoln-Mercury, Inc. and Galpin Volkswagen,
22 LLC as agents of Galpin Motors, Inc. under traditional agency principles. Galpin Jaguar Lincoln-
23 Mercury, Inc. and Galpin Volkswagen, LLC can legitimately be described as only a means through
24 which Galpin Motors, Inc. acts and conducts its global business. Defendants have such a unity of
25 interest and ownership that the separate personalities do not in reality exist and that the corporate
26 structure is just a shield for the alter ego of each other. Plaintiff therefore is informed and believes
27 and thereupon alleges Galpin Motors, Inc., Galpin Jaguar Lincoln-Mercury, Inc., and Galpin
28 Volkswagen, LLC and each of them, were his employer under California law, that Defendants herein

1 did acts consistent with the existence of an employer-employee relationship with Plaintiff and that
2 Galpin Jaguar Lincoln-Mercuy, Inc., and Galpin Volkswagen, LLC were owned, controlled, directly
3 or indirectly, by Galpin Motors, Inc.

4 ***Defendants Does 1 through 10, Inclusive***

5 17. DOES 1 through 10 inclusive are now and/or at all times mentioned in this Complaint
6 were, licensed to do business and/or actually doing business in the State of California. Plaintiffs do
7 not know the true names or capacities, whether individual, partner, or corporate, of DOES 1 through
8 10, inclusive and for that reason, DOES 1 through 10 are sued under such fictitious names pursuant to
9 California Code of Civil Procedure, section 474. Plaintiff will seek leave of court to amend this
10 Complaint to allege such names and capacities as soon as they are ascertained. DOES 1 through 5 are
11 believed to be business entities who were also co-employers of the Plaintiff and other aggrieved Sales
12 Consultants herein.

13 ***All Defendants***

14 18. Plaintiff is informed and believes and based thereon alleges that at all times herein
15 mentioned, all Defendants, and each of them, were and are the agents, servants, employees, joint
16 venturers, and/or partners of each of the other Defendants, and were, at all such times, acting within
17 the course and scope of said employment and/or agency; furthermore, that each and every Defendant
18 herein, while acting as a high corporate officer, director and/or managing agent, principal and/or
19 employer, expressly directed, consented to, approved, affirmed and ratified each and every action
20 taken by the other co-Defendants, as herein alleged and was responsible in whole or in part for the
21 matters referred to herein.

22 19. Plaintiff is informed and believes and based thereon alleges that at all times herein
23 mentioned, all Defendants, and each of them, were and are the agents, servants, employees, joint
24 venturers, and/or partners of each of the other Defendants, and were, at all such times, acting within
25 the course and scope of said employment and/or agency; furthermore, that each and every Defendant
26 herein, while acting as a high corporate officer, director and/or managing agent, principal and/or
27 employer, expressly directed, consented to, approved, affirmed and ratified each and every action
28 taken by the other co-Defendants, as herein alleged and was responsible in whole or in part for the

1 matters referred to herein.

2 20. Plaintiff is informed and believes and based thereon alleges that at all times herein
3 mentioned, Defendants, and each of them, proximately caused Plaintiff, all others similarly situated
4 and the general public to be subjected to the unlawful practices, wrongs, complaints, injuries and/or
5 damages alleged in this Complaint.

6 21. Plaintiff is informed and believes and based thereon alleges that Defendants, and each
7 of them, are now and/or at all times mentioned in this Complaint were members of and/or engaged in
8 a joint venture, partnership and common enterprise, and were acting within the course and scope of,
9 and in pursuit of said joint venture, partnership and common enterprise and, as such were co-employers
10 of the Plaintiff and other aggrieved Sales Consultants herein.

11 22. Plaintiff is informed and believes and based thereon alleges that Defendants, and each
12 of them, at all times mentioned in this Complaint, concurred with, contributed to, approved of, aided
13 and abetted, condoned and/or otherwise ratified, the various acts and omissions of each and every one
14 of the other Defendants in proximately causing the injuries and/or damages alleged in this Complaint.

15 **JURISDICTION AND VENUE**

16 23. This Court has jurisdiction over this matter, and under Code of Civil Procedure section
17 395, venue is proper in that Plaintiff's injuries were incurred within the County of Los Angeles; the
18 actions giving rise to Plaintiff's Complaint arose in whole or in part within the County of Los Angeles;
19 and Defendants operate in the County of Los Angeles.

20 **FACTUAL ALLEGATIONS**

21 ***Background***

22 24. Galpin is an automobile dealership that sells a variety of makes and models to
23 California residents, including but not limited to, Ford, Honda, Mazda, Volvo, Jaguar, Subaru,
24 Volkswagen, Lotus, and Aston Martin. According to its own website (www.galpin.com), the Galpin
25 Ford Dealership has been "the #1 Volume Ford Dealer in the world for 25 consecutive years."

26 25. Plaintiff worked for Defendants as a Sales Consultant and was classified by
27 Defendants as non-exempt.

28 ///

1 26. The primary work duties of Sales Consultants include, among others, interfacing with
2 potential and/or existing customers to sell or lease new and/or pre-owned vehicles; explaining to such
3 customers the characteristics of various makes and models; apprising car shoppers of warranties and
4 financing options; drafting paperwork; participating in sales meetings; establishing and maintaining
5 follow-up system, which encourages repeat business referrals.

6 27. Sales Consultants are also responsible for compliance with all of Defendants'
7 standardized policies, procedures and practices including, but not limited to, timekeeping, attendance
8 and punctuality, safety and OSHA requirements, code of conduct in dealing with customers, for
9 instance, when encountering questions and objections and effectively closing sales. Sales Consultants,
10 like Plaintiff, are also measured and graded based on their performance in closing sales and achieving
11 positive ratings from customer feedback.

12 28. All of Galpin's Sales Consultants performed essentially the same job duties and were
13 subject to the same basic compensation structure. Specifically, Sales Consultants, including Mr.
14 Cressall, are paid at \$12 per hour plus a commission on any car or truck sold, minus certain deductions.
15 Any commission earned by the Sales Consultant is automatically subject to a deduction of the total
16 hours worked multiplied by \$12. If a Sales Consultant does not register a sale during the pay period,
17 he or she is paid only \$12 per hour regardless of the number of hours worked in a day or in a week.

18 29. Regarding the commission component to the compensation structure, Sales Consultants
19 are paid through a percentage of the front and back profit. However, if the vehicle sold is below the
20 invoice price, then no profit or commission is earned, and is paid a "flat" sum of \$100.

21 ***Defendants' Failure to Pay Minimum Wages and Overtime Compensation***

22 30. IWC Wage Order, number 4 defines "hours worked" to mean "the time during which
23 an employee is subject to the control of an employer, and includes all the time the employee is suffered
24 or permitted to work, whether or not required to do so."

25 31. Labor Code section 1182.12 and IWC Wage Order, number 4, section 4 formerly
26 provided that on and after January 1, 2008, the minimum wage shall be not less than eight dollars
27 (\$8.00) per hour.

28 ////

1 32. Labor Code section 1182.12 and IWC Wage Order, number 4, section 4 provide that
2 on and after July 1, 2014, the minimum wage for all industries shall be not less than nine dollars (\$9)
3 per hour, and on and after January 1, 2016, the minimum wage for all industries shall be not less than
4 ten dollars (\$10) per hour.

5 33. Labor Code section 1194(a) provides in relevant part: "Notwithstanding any agreement
6 to work for a lesser wage, any employee receiving less than the legal minimum wage [] is entitled to
7 recover in a civil action the unpaid balance of the full amount of this minimum wage [], including
8 interest thereon, reasonable attorney's fees, and costs of suit."

9 34. Labor Code section 1194.2(a) provides in relevant part: "In any action under Section
10 1193.6 or Section 1194 to recover wages because of the payment of a wage less than the minimum
11 wage fixed by an order of the commission, an employee shall be entitled to recover liquidated damages
12 in an amount equal to the wages unlawfully unpaid and interest thereon."

13 35. Labor Code section 1197 provides: "The minimum wage for employees fixed by the
14 commission is the minimum wage to be paid to employees, and the payment of a less wage than the
15 minimum so fixed is unlawful."

16 36. Defendants violate California's minimum wage laws on days when Sales Consultants
17 fail to earn a penny in commissions. Sales Consultants are instructed to clock in and out of work using
18 an employment ID card. Galpin also maintains a supposed schedule outlining when employees are
19 scheduled for work. However, in reality, Galpin does not accurately track or record the hours worked
20 by Sales Consultants. In other words, Sales Consultants, including Mr. Cressall, work longer than
21 their scheduled times of work. One such specific example is requiring Sales Consultants to attend pre-
22 shift meetings before the scheduled start time of work. As a result, Sales Consultants, including Mr.
23 Cressall, are not paid for all hours worked, including overtime, when they work over eight hours in a
24 day or forty hours each week.

25 37. In addition, if a Sales Consultant does not generate a commission during the applicable
26 pay period, the Sales Consultant is paid \$12/hour regardless of the actual number of hours worked.
27 Thus, Sales Consultants, including Mr. Cressall, are paid only straight time of \$12 for each hour even
28 though they worked over eight hours in a day and/or forty hours in a week.

1 38. Labor Code Section 1194 provides that an employee receiving less than the legal
2 overtime compensation is entitled to recover in a civil action the unpaid balance of the full amount of
3 this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees,
4 and costs of suit.

5 39. Labor Code Section 510(a) states: "Any work in excess of eight hours in one workday
6 and any work in excess of 40 hours in any one workweek and the first eight hours worked on the
7 seventh day of work in any one workweek shall be compensated at the rate of no less than one and
8 one-half times the regular rate of pay for an employee." Labor Code Section 510(a) further states:
9 "Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the
10 regular rate of pay for an employee." Labor Code Section 510(a) further states: "[A]ny work in excess
11 of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice
12 the regular rate of pay of an employee."

13 40. Throughout the Relevant Time Period, Wage Order No. 4-2001 provided for payment
14 of overtime wages equal to one and one-half (1 1/2) times an employee's regular rate of pay for all
15 hours worked over eight (8) hours per day and/or forty (40) hours in a workweek, and/or for payment
16 of overtime wages equal to double the employee's regular rate of pay for all hours worked in excess
17 of twelve (12) hours in any workday and/or for all hours worked in excess of eight (8) hours on the
18 seventh (7th) day of work in any one workweek.

19 41. Plaintiff was classified as non-exempt by Defendants and was therefore entitled to
20 overtime compensation for all hours worked in excess of the hours and time specified in the Wage
21 Order, statutes and regulations identified herein.

22 42. As a matter of policy and/or practice, on days when a Sales Consultant's earned
23 commission was subject to the hourly deductions of work, Sales Consultant's overall pay is less than
24 minimum wage. For example, if a Sales Consultant did not earn any commission for four days and
25 on the fifth day, he or she made a sale, the commission will be paid less the number of hours worked
26 multiplied by \$12/hour. Similarly, if a vehicle sold below the invoice price, the Sales Consultant was
27 only paid a flat sum of \$100, which was subject to the deduction, leaving the Sales Consultant with
28 pay that was not the equivalent all of their hours worked multiplied by \$12/hour.

1 43. Further, as a matter of policy and/or practice, Plaintiff and other Sales Consultants were
2 frequently required to perform work before and after their scheduled shifts, as well as during meal and
3 rest breaks. Such work includes but is not limited to, attending sales meetings, completing sales work
4 and paperwork.

5 44. Accordingly, Defendants failed to properly record the actual hours worked by Plaintiff
6 and thus failed to pay overtime wages for the actual amount of overtime hours worked.

7 45. Additionally, Defendants improperly calculated the amount of overtime wages owing,
8 and thus failed to pay Plaintiff all overtime wages due.

9 46. Additionally, Defendants did not maintain adequate records of all wages earned, hours
10 worked, and meal and rest breaks taken.

11 ***Defendants' Failure to Provide Meal Breaks***

12 47. Plaintiff did not waive his meal periods, by mutual consent with Defendants or
13 otherwise. Plaintiff did not enter into any written agreement with Defendants agreeing to an on-the-
14 job paid meal period. Nevertheless, Defendants implemented a uniform policy and procedure in which
15 Plaintiff was not provided required duty-free meal periods.

16 48. Plaintiff is informed and believes and based thereon alleges that Defendants failed to
17 effectively communicate California meal period requirements to their Sales Consultants including
18 Plaintiff.

19 49. Plaintiff is further informed and believes and based thereon alleges that as a matter of
20 policy and/or practice, Defendants routinely failed to provide their Sales Consultants, including
21 Plaintiff, with meal periods during which he was relieved of all duties by requiring him to remain on
22 call with his cell phone on and/or with their vehicles during meal periods.

23 50. Specifically, throughout the Relevant Time Period, Defendants regularly:

- 24 a. Failed to provide Plaintiff with a first meal period of not less than thirty (30)
25 minutes during which Plaintiff was relieved of all duty before working more than
26 five (5) hours;
27 b. Failed to provide Plaintiff with a second meal period of not less than thirty (30)
28 minutes during which Plaintiff was relieved of all duty before working more than

1 ten (10) hours per day; and

- 2 c. Failed to pay Plaintiff and other aggrieved Sales Consultants one hour of pay at
3 their regular rate of compensation for each workday that a meal period was not
4 provided.

5 51. Sales Consultants, including Plaintiff, were not provided with statutory meal and rest
6 periods. Our investigation has uncovered that on or about the 17th of each month, Sales Consultants,
7 including Plaintiff, are directed to "clean up" their time sheets. This entails Sales Consultants being
8 compelled to log into their accounts and falsely reporting that they took supposedly compliant meal
9 breaks. Such entries are then submitted to management and the Sales Consultant is compelled to lie
10 and say under penalty of perjury that they were provided with mandated breaks.

11 ***Defendants' Failure to Provide Rest Breaks***

12 52. At all times relevant hereto, Labor Code section 226.7 and IWC Wage Order, number
13 9, section 12 required employers to authorize, permit, and provide a ten (10) minute paid rest for each
14 four (4) hours of work, during which employees are relieved of all duty.

15 53. At all times relevant hereto, Labor Code Section 226.7(b) and IWC Wage Order,
16 number 9, section 12 required employers to pay one hour of additional pay at the regular rate of
17 compensation for each employee and each workday that a proper rest period is not provided.

18 54. Plaintiff is informed and believes and based thereon alleges that Defendants failed to
19 effectively communicate California rest period requirements to their Sales Consultants including
20 Plaintiff and other aggrieved employees. Plaintiff is further informed and believes and based thereon
21 alleges that throughout the Relevant Time Period Defendants failed to schedule rest periods.

22 55. Throughout the Relevant Time Period, Plaintiff and other aggrieved Sales Consultants
23 were routinely denied the rest breaks they were entitled to under California law.

24 56. Specifically, throughout the Relevant Time Period, Defendants regularly:

- 25 a. Failed to provide paid rest periods of ten (10) minutes during which Plaintiff and other
26 aggrieved Sales Consultants were relieved of all duty for each four (4) hours of work;
27 b. Failed to compensate Plaintiff and other aggrieved Sales Consultants for break time
28 when breaks were taken; and

1 c. Failed to pay Plaintiff and other aggrieved Sales Consultants one (1) hour of pay at
2 their regular rate of compensation for each workday that a rest period was not
3 permitted.

4 57. As a matter of policy and/or practice, Sales Consultants who failed to earn a minimum
5 pay of at least \$12.01 per hour in commissions in any period, were not separately compensated for
6 their rest periods in violation of California law.

7 ***Defendants' Failure to Pay All Wages Due at Termination of Employment***

8 58. At all times relevant hereto, Labor Code § 201 required an employer that discharges an
9 employee to pay compensation due and owing to said employee immediately upon discharge. Labor
10 Code Sections 202 requires an employer to pay an employee who quits any compensation due and
11 owing to said employee within seventy-two (72) hours of an employee's resignation. Labor Code
12 Section 203 provides that if an employer willfully fails to pay compensation promptly upon discharge
13 or resignation, as required under Sections 201 and 202, then the employer is liable for waiting time
14 penalties in the form of continued compensation for up to thirty (30) work days.

15 59. Defendants willfully and knowingly failed to pay Plaintiff and other aggrieved Sales
16 Consultants, upon termination of employment, all accrued compensation including payment of
17 minimum wage compensation, missed meal and rest periods compensation and for time spent
18 performing work off the clock at Defendants' direction.

19 ***Defendants' Failure to Provide Accurate, Itemized Wage Statements***

20 60. At all times relevant hereto, Labor Code section 226 and IWC Wage Order, number 9,
21 section 7 required employers to maintain adequate employment records and provide employees with
22 accurate itemized wage statements showing gross wages, total hours worked, all applicable hourly
23 rates worked during each pay period, the corresponding number of hours worked at each hourly rate,
24 and meal breaks taken.

25 61. Wage statements provided to Plaintiff and other aggrieved Sales Consultants by
26 Defendants do not show all wages earned, all hours worked, or all applicable rates, in violation of the
27 Labor Code section 226, IWC Wage Order number 4, section 7, and the UCL.

28 62. Moreover, Defendants did not maintain adequate records of all wages earned, hours

1 worked and breaks taken.

2 ***Defendants' Failure to Reimburse Work-Related Expenditures***

3 63. Labor Code § 2802 provides, in pertinent part, that "An employer shall indemnify his
4 or her employee for all necessary expenditures or losses incurred by the employee in direct
5 consequence of the discharge of his or her duties, or of his or her obedience to the directions of the
6 employer, even though unlawful, unless the employee, at the time of obeying the directions, believed
7 them to be unlawful."

8 64. Labor Code section 221 generally prohibits an employer from deducting earned
9 amounts from an employee's wages. Labor Code section 221 states that "[i]t shall be unlawful for
10 any employer to collect or receive from an employee any part of wages theretofore paid by said
11 employer to said employee." "[W]ages" are defined to include "all amounts for labor performed by
12 employees ... whether the amount is fixed or ascertained by the standard of time, task, piece,
13 commission basis, or other method of calculation." Lab.Code, § 200, italics added. Under this
14 definition, sales commissions are considered "wages."

15 65. Galpin also improperly deducted monies from Sales Consultants' commissions by
16 disguising the deductions as costs associated with the sales upon which the commissions were earned.
17 Specifically, Defendants have in place a policy or utilizes a practice termed "CSI Follow-Up", which
18 is a deduction from the sales representative's pay for mailers sent out to Galpin's customers.
19 Specifically, Galpin imposes upon Sales Consultants a requirement of sending mass mailings to
20 existing and prospective customers each calendar month. Sales Consultants, including Mr. Cressall,
21 are then deducted or charged \$99 a month for these mailers. Compounding this fact along with the
22 weekly hourly deduction further highlights that Mr. Cressall and other aggrieved employees are not
23 paid for all hours worked, including overtime.

24 66. Defendants failed to indemnify Plaintiff and the other similarly situated Sales
25 Consultants through their policy, procedure, and/or practice of charging \$99 a month for "CSI Follow-
26 up." The "CSI Follow-up" is a uniform directive that each Sales Consultant is required to perform as
27 part of his or her job duty. The CSI Follow-up is a necessary expenditure because it is mandated and
28 set by Galpin and reflected in the weekly earnings statements of each Sales Consultant. Moreover, for

1 purposes of Section 221, the commissions earned by Sales Consultants have no identifiable nexus to
2 the mass mailers they send out each month.

3 ***Exhaustion of Administrative Remedies***

4 67. Plaintiff has complied with the procedures for bringing suit specified in California
5 Labor Code Section 2699.3. By letter dated May 9, 2017, Plaintiff, on behalf of himself and the other
6 aggrieved employees, gave written notice by certified mail to the Labor and Workforce Development
7 Agency ("LWDA") and Defendants of the specific provisions of the California Labor Code alleged to
8 have been violated, including the facts and theories to support the alleged violations.

9 68. More than sixty-five (65) calendar days have passed since Plaintiff provided the
10 LWDA with written notice. To date, Plaintiff has not received any written notice nor been notified
11 from the LWDA that it does intend to investigate the violations of the California Labor Code alleged
12 herein.

13 **FIRST CAUSE OF ACTION**

14 **CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT**

15 **(On Behalf of Plaintiff and Other Aggrieved Sales Consultants Against All Defendants)**

16 69. Plaintiff incorporates by reference the allegations set forth above.

17 70. As set forth above, Plaintiff has complied with the procedures for bringing suit
18 specified in California Labor Code Section 2699.3. By letter dated May 9, 2017, Plaintiff, on behalf
19 of himself and the other aggrieved employees, gave written notice by certified mail to the LWDA and
20 to Defendants of the specific provisions of the California Labor Code alleged to have been violated,
21 including the facts and theories to support the alleged violations. More than sixty-five (65) calendar
22 days have passed since Plaintiff provided the LWDA with written notice. To date, Plaintiff has not
23 received any written notice nor been notified from the LWDA that it does intend to investigate the
24 violations of the California Labor Code alleged herein.

25 71. Thus far, the LWDA has not advised Plaintiff it intends to take action on Plaintiff's
26 notice.

27 72. This action arises out of the allegedly unlawful labor practices of Defendants in
28 California. Through this private attorneys general action, Plaintiff represents himself, and other

1 aggrieved employees of Defendants that were in California, against whom Defendants have allegedly
2 committed labor law violations alleged herein. As a result of the allegedly unlawful conduct described
3 herein, Plaintiff now seeks to recover civil penalties, including the value of unpaid wages, attorneys'
4 fees and costs, pursuant to the Labor Code Private Attorneys General Act of 2004, Labor Code
5 Sections 558 and 2698, *et seq.*

6 73. Labor Code Section 1198 makes it unlawful for an employer to employ an employee
7 under conditions that violate the applicable Wage Order.

8 74. Plaintiff is informed and believes that throughout the Relevant Time Period,
9 Defendants have applied centrally devised policies and practices to Plaintiff and the other aggrieved
10 employees with respect to wages, hours, and working conditions.

11 **Failure to Pay Minimum Wages and Designated Rates**

12 75. At all relevant times, California Labor Code sections 1194, 1197 and 1197.1 provide
13 that the minimum wage for employees fixed by the IWC is the minimum wage to be paid to employees
14 and the payment of a wage less than the minimum so fixed is unlawful. Additionally, Code Section
15 1198 makes it unlawful for an employer to employ an employee under conditions that violate the
16 applicable Wage Order.

17 76. Where any statute or contract requires an employer to maintain the designated wage
18 scale, Labor Code Section 223 makes it unlawful for an employer to secretly pay a lower wage while
19 purporting to pay the wage designated by statute or by contract.

20 77. At all relevant times, Defendants maintained a policy and practice of requiring Plaintiff
21 and the other aggrieved employees to remain under Defendants' control without paying therefore,
22 which resulted in them earning less than the legal minimum wage in the State of California for all
23 hours worked. At all relevant times, Defendants maintained a policy and practice of requiring Plaintiff
24 and the other aggrieved employees to remain under Defendants' control without paying therefor,
25 which resulted in them earning less than the legal minimum wage in the State of California for all
26 hours worked.

27 78. Defendants' failure to pay Plaintiff and other aggrieved employees minimum wages
28 violates California Labor Code sections 223, 1182.12, 1194, and 1197. Plaintiff and other aggrieved

employees are entitled to recover civil penalties pursuant to sections 1197.1 and 2699(a), (f), and (g).

Failure to Pay Overtime Compensation

79. Labor Code Section 1194 provides that an employee receiving less than the legal overtime compensation is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit.

80. Labor Code Section 510(a) states: "Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee." Labor Code Section 510(a) further states: "Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee." Labor Code Section 510(a) further states: "[A]ny work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee."

81. Throughout the Relevant Time Period, Wage Order No. 4-2001 provided for payment of overtime wages equal to one and one-half (1 1/2) times an employee's regular rate of pay for all hours worked over eight (8) hours per day and/or forty (40) hours in a workweek, and/or for payment of overtime wages equal to double the employee's regular rate of pay for all hours worked in excess of twelve (12) hours in any workday and/or for all hours worked in excess of eight (8) hours on the seventh (7th) day of work in any one workweek.

82. Plaintiff and other aggrieved Sales Consultants were classified as non-exempt by Defendants and were therefore entitled to overtime compensation for all hours worked in excess of the hours and time specified in the Wage Order, statutes and regulations identified herein.

83. As a matter of policy and/or practice, Plaintiff and other aggrieved Sales Consultants were frequently required to perform work before and after their scheduled shift as well as during meal and rest breaks. Such work includes but is not limited to attending sales meetings and closing sales and paperwork, and was not recorded at the instruction of management.

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1 84. Accordingly, Defendants failed to properly record the actual hours worked by Plaintiff
2 and other aggrieved Sales Consultants, and thus failed to pay overtime wages for the actual amount of
3 overtime hours worked.

4 85. Additionally, Defendants improperly calculated the amount of overtime wages owing,
5 and thus failed to pay Plaintiff and other aggrieved Sales Consultants all overtime wages due.

6 **Failure to Provide Meal and Rest Breaks**

7 86. Labor Code Section 512 and Section 11 of the Wage Order impose an affirmative
8 obligation on employers to provide non-exempt employees with uninterrupted, duty-free, meal periods
9 of at least thirty (30) minutes for each work period of five (5) or more hours, and to provide them with
10 two uninterrupted, duty-free, meal periods of at least thirty (30) minutes for each work period of more
11 than ten (10) hours.

12 87. Labor Code Section 226.7 and Section 11 of the Wage Order prohibit employers from
13 requiring employees to work during required meal periods and require employers to pay non-exempt
14 employees an additional hour of premium wages on each workday that the employee is not provided
15 with a required meal period.

16 88. At relevant times during the applicable limitations period, Defendants failed to provide
17 Plaintiff with an uninterrupted meal period of at least thirty (30) minutes on each day that he worked
18 five (5) or more hours, as required by Labor Code Section 512 and the Wage Order, as a result of
19 duties and schedules that do not permit them to take all legally required meal periods. Plaintiff is
20 informed, believes and thereon alleges that, at relevant times during the applicable limitations period,
21 Defendants maintained a policy or practice of not providing the other aggrieved employees with
22 uninterrupted meal periods of at least thirty (30) minutes for each five (5) hour work period, as
23 required by Labor Code Section 512 and the Wage Order, as a result of duties and schedules that do
24 not permit them to take all legally required meal periods.

25 89. At relevant times during the applicable limitations period, Defendants failed to provide
26 Plaintiff with two uninterrupted meal periods of at least thirty (30) minutes on each day that he worked
27 ten (10) or more hours, as required by Labor Code Section 512 and the Wage Order, as a result of
28 duties and schedules that do not permit them to take all legally required meal periods. Additionally,

1 Defendants failed to provide Plaintiff with an uninterrupted meal period of at least thirty (30) minutes
2 within five (5) hours of his first meal period, as a result of duties and schedules that do not permit
3 them to take all legally required meal periods.

4 90. Plaintiff is informed and believes and thereon alleges that, at relevant times during the
5 applicable limitations period, Defendants maintained a policy or practice of not providing the other
6 aggrieved employees with two uninterrupted meal periods of at least thirty (30) minutes on each day
7 that they worked ten (10) or more hours, as required by Labor Code Section 512 and the Wage Order,
8 as a result of duties and schedules that do not permit them to take all legally required meal periods.
9 Additionally, Defendants maintained a policy or practice of not providing the other aggrieved
10 employees with an uninterrupted meal period of at least thirty (30) minutes within five (5) hours of
11 their first meal period, as a result of duties and schedules that do not permit them to take all legally
12 required meal periods.

13 91. Section 12 of the Wage Order imposes an affirmative obligation on employers to permit
14 and authorize employees to take required rest periods at a rate of no less than ten (10) minutes of net
15 rest time for each four (4) hour work period, or major portion thereof, that must be in the middle of
16 each work period insofar as is practicable.

17 92. Labor Code Section 226.7 and Section 12 the Wage Order prohibit employers from
18 requiring employees to work during required rest periods and require employers to pay non-exempt
19 employees an additional hour of premium wages on each workday that the employee is not provided
20 with the required rest period.

21 93. At relevant times during the applicable limitations period, Defendants failed to provide
22 Plaintiff with a net rest period of at least ten (10) minutes for each four (4) hour work period, or major
23 portion thereof, as required by the Wage Order, as a result of duties and schedules that do not permit
24 Plaintiff to take all legally required rest breaks.

25 94. Plaintiff is informed, believes and thereon alleges that, at relevant times during the
26 applicable limitations period, Defendants maintained a policy or practice of not providing the other
27 aggrieved employees with net rest periods of a least ten (10) minutes for each four (4) hour work
28 period, or major portion thereof, as required by the Wage Order, as a result of duties and schedules

1 that do not permit them to take all legally required rest breaks. Moreover, as a matter of policy,
2 practice, and/or procedure, Defendants did not separately compensate Sales Consultants, including
3 Plaintiff, for rest breaks.

4 **Failure to Reimburse Work-Related Expenditures**

5 95. California Labor Code section 2802 requires that "an employer shall indemnify his or
6 her employees for all necessary expenditures or losses incurred by the employee in direct consequence
7 of the discharge of his or her duties, or of his or her obedience to the directions of the employer...."

8 96. As a direct and proximate result of Defendants' policies and/or practices in violation
9 of Labor Code §§ 2802 and 2804, and Section 9 of Wage Order 4, Plaintiff and the other aggrieved
10 employees were damaged in sums, which will be shown according to proof.

11 97. Plaintiff and the other aggrieved employees are entitled to attorneys' fees and costs of
12 suit pursuant to Labor Code § 2802(c) for bringing this action.

13 98. Pursuant to Labor Code § 2802(b), any action brought for the reimbursement of
14 necessary expenditures carries interest at the same rate as judgments in civil actions. Thus, Plaintiff
15 and the other aggrieved employees are entitled to interest, which shall accrue from the date on which
16 they incurred the initial necessary expenditure.

17 99. As a direct and proximate result of the bad faith actions of Defendants, Plaintiff and
18 the other aggrieved employees have suffered damages due to these violations of California law and
19 seek all damages allowed by law, according to proof. Plaintiff and the other aggrieved employees
20 seek all interest, fees, attorneys' fees, and civil penalties to which they are entitled at law, including
21 but not limited to Labor Code Sections 218.5 and 218.6.

22 **Failure to Pay Wages Upon Termination**

23 100. Labor Code Section 201 provides that all earned and unpaid wages of an employee who
24 is discharged are due and payable immediately at the time of discharge.

25 101. Labor Code Section 202 provides that all earned and unpaid wages of an employee who
26 quits after providing at least 72-hours notice before quitting are due and payable at the time of quitting
27 and that all earned and unpaid wages of an employee who quits without providing at least 72-hours
28 notice before quitting are due and payable within 72 hours.

1 102. Labor Code Section 203 provides that the wages of an employee continue on a daily
2 basis as a penalty for up to 30 days where an employer willfully fails to timely pay earned and unpaid
3 wages to the employee in accordance with Labor Code Section 201 or Section 202.

4 103. Plaintiff is informed and believes that Defendants' failures to timely pay Plaintiff and
5 the aggrieved employees all of their earned and unpaid wages, including unpaid minimum wage and
6 overtime, and for their failure to provide rest and meal period premium wages, have been willful in
7 that, at all relevant times, Defendants have deliberately maintained policies and practices that violate
8 the requirements of the Labor Code and the Wage Order even though, at all relevant times, they have
9 had the ability to comply with those legal requirements.

10 **Failure to Provide and Maintain Complaint Wage Statements**

11 104. Labor Code Section 1174 requires that every person employing labor in this state shall
12 keep (1) a record showing the names and addresses of all employees employed and the ages of all
13 minors; (2) at a central location in the state or at the plants or establishments at which employees are
14 employed, payroll records showing the hours worked daily by and the wages paid to, and the number
15 of piece-rate units earned by and any applicable piece rate paid to, employees employed at the
16 respective plants or establishments; (3) such records in accordance with rules established for this
17 purpose by the commission, but in any case, on file for not less than three years. This statute also
18 prevents an employer from prohibiting an employee from maintaining a personal record of hours
19 worked, or, if paid on a piece-rate basis, piece-rate units earned. Defendants have willfully failed to
20 keep the records required by Section 1174.

21 105. Pursuant to California Labor Code Section 226(a), Plaintiff and the other aggrieved
22 employees were entitled to receive, semimonthly or at the time of each payment of wages, an accurate
23 itemized statement showing: (a) gross wages earned; (b) net wages earned; (c) all applicable hourly
24 rates in effect during the pay period; and (d) the corresponding number of hours worked at each hourly
25 rate by the employee.

26 106. Defendants failed to provide Plaintiff with accurate itemized statements in accordance
27 with California Labor Code Section 226(a) by providing Plaintiff with wage statements with
28 inaccurate entries for hours worked, corresponding rates of pay, and total wages earned as a result of

1 the unlawful labor and payroll practices described herein.

2 107. Plaintiff is informed and believes and thereon alleges that, at all relevant times during
3 the applicable limitations period, Defendants maintained a policy or practice of not providing
4 aggrieved employees with accurate itemized wage statements by providing them with wage statements
5 with inaccurate entries for hours worked, corresponding rates of pay, total wages and deductions from
6 wages earned as a result of the unlawful labor and payroll practices described herein.

7 108. Plaintiff is informed and believes and thereon alleges that Defendants' failure to
8 provide Plaintiff and the aggrieved employees with accurate written wage statements is knowing and
9 intentional.

10 109. Plaintiff is informed and believes and thereon alleges that Defendants have the ability
11 to provide Plaintiff and the aggrieved employees with accurate wage statements, but intentionally
12 provide wage statements that they know are not accurate.

13 110. As a result of being provided with inaccurate wage statements by Defendants, Plaintiff
14 and the aggrieved employees have suffered an injury. Their legal rights to receive accurate wage
15 statements were violated and they were misled about the amount of wages they had actually earned
16 and were owed. In addition, the absence of accurate information on their wage statements prevented
17 immediate challenges to Defendants' unlawful pay practices, has required discovery and mathematical
18 computations to determine the amounts of wages owed, has caused difficulty and expense in
19 attempting to reconstruct time and pay records, and/or has led to the submission of inaccurate
20 information about wages and amounts deducted from wages to state and federal government agencies.

21 111. California Labor Code sections 2699(a) and (g) authorize an aggrieved employee, on
22 behalf of himself and other current or former employees, to bring a civil action to recover civil
23 penalties pursuant to the procedures specified in California Labor Code Section 2699.3.

24 **Section 558 Penalties**

25 112. The PAGA claims are also brought against Defendants pursuant to provisions of the
26 labor code including § 558 which permits liability of persons or employers who violate or cause to be
27 violated Labor Code and IWC regulations. California Labor Code Section 2699.

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113. The PAGA states:

Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees...

114. One provision of law enforceable through PAGA is Labor Code § 558, which states the following:

(a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows:

(1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to any amount sufficient to recover underpaid wages.

(2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages...

Penalties Authorized by PAGA

115. Pursuant to California Labor Code sections 2699(a) and (f), Plaintiffs and the other aggrieved employees of Defendants are entitled to, and seek to, recover civil penalties for Defendants' violations of California Labor Code sections 200, 201, 202, 203, 221, 226, 226.7, 512, 1174, 1198, and 2802, during the applicable limitations period in the following amounts:

a. For violations of California Labor Code sections 200, 201, 202, 203, 226.7, and 2802, one hundred dollars (\$100.00) for each aggrieved employee per pay period for each initial violation and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent violation (penalty amounts established by California Labor Code Section 2699(f)(2));

b. For violations of California Labor Code Section 1197, one hundred dollars (\$100.00) for each aggrieved employee per pay period for each initial violation and two hundred dollars and fifty (\$250.00) for each aggrieved employee per pay period for each subsequent violation regardless of whether the initial violation is

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intentionally committed (penalty amounts established by California Labor Code § 1197.1);

- c. For violations of California Labor Code Sections 221 and 223 one hundred dollars (\$100.00) for each aggrieved employee for each initial violation and two hundred dollars (\$200.00) for each aggrieved employee for each subsequent or willful violation (penalty amounts established by California Labor Code § 225.5);
- d. For violations of California Labor Code Section 1174, five hundred dollars (\$500.00) for each of Defendants' violations in addition to any other penalties or fines permitted by law (penalty amounts established by California Labor Code § 1174.5);
- e. For violations of California Labor Code Section 226, two hundred fifty dollars (\$250.00) per employee for initial violation and one thousand dollars (\$1,000.00) per employee for each subsequent violation (penalty amounts established by California Labor Code Section 226.3);
- f. For violations of California Labor Code Section 1174, five hundred dollars (\$500.00) for each of Defendants' violations in addition to any other penalties or fines permitted by law (penalty amounts established by California Labor Code Section 1174.5);
- g. For violations of California Labor Code section 512 and, Wage Order 4-2001 Sections 9, 11, and 12, fifty dollars (\$50.00) for each aggrieved employee for each initial violation for pay period for which the employee was underpaid in addition to an amount sufficient to recover unpaid wages and one hundred dollars (\$100.00) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover unpaid wages (penalty amounts established by California Labor Code Section 558).
- h. For violations of California Labor Code Section 558, fifty dollars (\$50.00) for initial violation, fifty dollars (\$50.00) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover unpaid wages; for each subsequent violation, one hundred dollars

1 (\$100.00) for each underpaid employee for each pay period for which the
2 employee was underpaid in addition to an amount sufficient to recover underpaid
3 wages.

4 116. Pursuant to California Labor Code Section 2699(g), Plaintiff, on behalf of himself and
5 the other aggrieved employees, are entitled to an award of reasonable attorneys' fees and costs.

6 **PRAYER FOR RELIEF**

7 Wherefore, Plaintiff prays for judgment against Defendants as follows:

- 8 a. Civil penalties;
9 b. Other penalties and fines permitted by law;
10 c. Costs of suit;
11 d. Reasonable attorneys' fees; and
12 e. Such other relief as the Court deems just and proper.

13
14 DATED: August 3, 2017

LAW OFFICES OF THOMAS W. FALVEY
MANCINI & ASSOCIATES

15
16 By: 

17 Michael H. Boyamian
18 Attorneys for Plaintiff, Other Aggrieved
19 Employees, and the General Public
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ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Michael H. Boyamian Michael H. Boyamian, SBN 256107 LAW OFFICES OF THOMAS W. FALVEY 550 North Brand Blvd., Suite 1500 Glendale, CA 91203 TELEPHONE NO.: 818-547-5200 FAX NO.: ATTORNEY FOR (Name): <u>Plaintiff Raymond Cressall</u>		FOR COURT USE ONLY CONFORMED COPY ORIGINAL FILED Superior Court Of California County Of Los Angeles AUG 03 2017 Sherri R. Carter, Executive Officer/Clerk By: Marlon Gomez, Deputy	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: Same as Above CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Central		CASE NUMBER: JUDGE: DEPT: BC671021	
CASE NAME: Cressall v. Galpin Motors, Inc., et al.			
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	

Items 1-6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input checked="" type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case ☒ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- a. ☐ Large number of separately represented parties d. ☒ Large number of witnesses
- b. ☒ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
- c. ☒ Substantial amount of documentary evidence f. ☐ Substantial postjudgment judicial supervision
3. Remedies sought (check all that apply): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (specify): 1
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date:

Michael H. Boyamian
 (TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

CM-010

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice—Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor
Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief from Late Claim
Other Civil Petition

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**CIVIL CASE COVER SHEET ADDENDUM AND
STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court.

Step 1: After completing the Civil Case Cover Sheet (Judicial Council form CM-010), find the exact case type in Column A that corresponds to the case type indicated in the Civil Case Cover Sheet.

Step 2: In Column B, check the box for the type of action that best describes the nature of the case.

Step 3: In Column C, circle the number which explains the reason for the court filing location you have chosen.

Applicable Reasons for Choosing Court Filing Location (Column C)

1. Class actions must be filed in the Stanley Mosk Courthouse, Central District.
2. Permissive filing in central district.
3. Location where cause of action arose.
4. Mandatory personal injury filing in North District.
5. Location where performance required or defendant resides.
6. Location of property or permanently garaged vehicle.
7. Location where petitioner resides.
8. Location wherein defendant/respondent functions wholly.
9. Location where one or more of the parties reside.
10. Location of Labor Commissioner Office.
11. Mandatory filing location (Hub Cases – unlawful detainer, limited non-collection, limited collection, or personal injury).

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1, 4, 11
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1, 4, 11
Other Personal Injury/ Property Damage/ Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	1, 11 1, 11
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1, 4, 11
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons	1, 4, 11
		<input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1, 4, 11
	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1, 4, 11
		<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1, 4, 11
		<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress	1, 4, 11
		<input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1, 4, 11

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Non-Personal Injury/ Property
Damage/ Wrongful Death Tort

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1, 2, 3
Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1, 2, 3
Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1, 2, 3
Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1, 2, 3
Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1, 2, 3 1, 2, 3
Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	1, 2, 3
Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1, 2, 3
Other Employment (15)	<input checked="" type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1, 2, 3 10
Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2, 5 2, 5 1, 2, 5 1, 2, 5
Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case <input type="checkbox"/> A6034 Collections Case-Purchased Debt (Charged Off Consumer Debt Purchased on or after January 1, 2014)	5, 6, 11 5, 11 5, 6, 11
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1, 2, 5, 8
Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1, 2, 3, 5 1, 2, 3, 5 1, 2, 3, 8, 9
Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels_____	2, 6
Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2, 6
Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2, 6 2, 6 2, 6
Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	6, 11
Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	6, 11
Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2, 6, 11
Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2, 6, 11

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	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2, 3, 6
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2, 5
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2, 8 2 2
	Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2, 8
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1, 2, 8
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1, 2, 3
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1, 2, 8
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1, 2, 8
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1, 2, 3, 8
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2, 5, 11 2, 6 2, 9 2, 8 2, 8 2, 8, 9
	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1, 2, 8
	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only	1, 2, 8
		<input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment)	2, 8
		<input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex)	1, 2, 8
		<input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1, 2, 8
Miscellaneous Civil Petitions	Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2, 8
	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name/Change of Gender <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2, 3, 9 2, 3, 9 2, 3, 9 2 2, 7 2, 3, 8 2, 9

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Step 4: Statement of Reason and Address: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address which is the basis for the filing location, including zip code. (No address required for class action cases).

REASON: <input type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11.			ADDRESS: 15505 Roscoe Blvd
CITY: North Hills	STATE: CA	ZIP CODE: 91343	

Step 5: Certification of Assignment: I certify that this case is properly filed in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., §392 et seq., and Local Rule 2.3(a)(1)(E)].

Dated: August 3, 2017


 (SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 02/16).
5. Payment in full of the filing fee, unless there is court order for waiver, partial or scheduled payments.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.