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Attorneys for Plaintiff Sergio Vazquez

FILED
Superior Court of California
County of Alameda
10/25/2022

Clerk of the Court, Executive Officer / Clerk of the Court
By: *Sheryl Clark* Deputy
C. Clark

SUPERIOR COURT OF CALIFORNIA

IN AND FOR THE COUNTY OF ALAMEDA

SERGIO VAZQUEZ, an individual,

Plaintiff,

vs.

**AUTO MISSION, LTD., a corporation; and
DOES 1-100, inclusive,**

Defendants.

Case No.: RG21107382

FIRST AMENDED COMPLAINT

- 1. FAILURE TO PROPERLY CALCULATE
AND PAY OVERTIME**
- 2. FAILURE TO PROPERLY CALCULATE
AND PAY SICK LEAVE**
- 3. FAILURE TO PROVIDE REST PERIODS
OR PAY PREMIUMS**
- 4. FAILURE TO PROVIDE MEAL PERIODS
OR PAY PREMIUMS**
- 5. FAILURE TO REIMBURSE FOR
BUSINESS EXPENSES**
- 6. FAILURE TO PAY ALL WAGES DUE
AND OWING UPON CESSATION OF
EMPLOYMENT**
- 7. FAILURE TO FURNISH ACCURATE
ITEMIZED WAGE STATEMENTS**

Plaintiff Sergio Vazquez brings this action against Auto Mission, Ltd., a corporation dba Auto Nation Toyota Scion Hayward, and Does 1 through 100, for violations of the California Labor Code.

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PARTIES

1. Sergio Vazquez (“Vazquez” or “Plaintiff”) at all times relevant herein was employed in Alameda County, California, and was an “employee” as defined by the Labor Code and the applicable California Industrial Wage Commission (“IWC”) Order(s).

2. Auto Mission, Ltd. (“Auto Mission” or “Defendant”) is a California corporation formed under the laws of said state.

3. At all times relevant herein, Auto Mission has been an “employer” under the Labor Code and the applicable California Industrial Wage Commission (“IWC”) Order(s).

4. Auto Mission and Does 1-100 are collectively referred to as Defendants.

5. Plaintiff is not aware of the true names and capacities of the Defendants sued herein as Does 1 through 100, whether individual, corporate, associate, or otherwise and therefore sues such Defendants by these fictitious names. Plaintiff will amend this Complaint to allege their true names and capacities when ascertained. Plaintiff is informed and believes, and on that basis alleges, that each of the fictitiously named Defendants is responsible in some manner for the occurrences herein alleged and that Plaintiff’s injuries and damages herein alleged were legally caused by such Defendants. Unless otherwise indicated, each Defendant was acting within the course and scope of said agency and/or employment, with the knowledge and/or consent of said co-Defendant.

6. Plaintiff is informed and believes and thereupon alleges that at all times mentioned herein, each of the Defendants, including each Doe Defendant, was acting as the agent, servant, employee, partner and/or joint venturer of and was acting in concert with each of the remaining Defendants, including each Doe Defendant, in doing the things herein alleged, while at all times acting within the course and scope of such agency, service, employment partnership, joint venture and/or concert of action. Each Defendant, in doing the acts alleged herein, was acting both individually and within the course and scope of such agency and/or employment, with the knowledge and/or consent of the remaining Defendants.

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1 **VENUE**

2 7. Venue is proper in this court because the unlawful acts alleged herein took place in
3 Alameda County, California and Plaintiff's place of employment with Defendants was within
4 Alameda County.

5 **GENERAL ALLEGATIONS**

6 8. Vazquez was hired by Auto Mission on or around December 30, 2019 as a base tech
7 (or auto mechanic). Auto Mission, Ltd. does business in California as, *inter alia*, the Auto Nation
8 Toyota Scion Hayward car dealership in Hayward, California. At all times relevant herein,
9 Vazquez was properly classified as an hourly, nonexempt employee, and he earned overtime on a
10 regular basis. Vazquez's employment with Auto Mission ended on or around May 28, 2021.

11 9. Auto Mission failed to properly calculate Vazquez's "regular rate of pay" for
12 overtime purposes, resulting in an underpayment of wages. Throughout Vazquez's employment, he
13 was eligible for and earned nondiscretionary, productivity bonuses in addition to his base hourly
14 pay. For example, in the pay period of November 1-15, 2020, Vazquez earned a nondiscretionary
15 productivity bonus in the amount of \$200. (**Exhibit 1.**) However, Auto Mission did not account for
16 the value of this bonus when calculating Vazquez's "regular rate of pay" for purposes of paying
17 earned overtime; instead, it paid Vazquez's overtime at a lesser rate. (*Id.*) By failing to pay
18 overtime at 1.5 times Vazquez's regular rate of pay (accounting for the value of earned
19 nondiscretionary bonuses and other items of compensation), Auto Mission violated Labor Code
20 section 510.

21 10. Similarly, Auto Mission failed to appropriately calculate and pay Vazquez's paid
22 sick days, resulting in a further underpayment of wages. In lieu of paid sick days, Vazquez was
23 afforded paid time off. However, when he took paid time off (shown on his wage statements as
24 either "Pto Cashout" or "Vacation Pay"), Auto Mission, again, failed to incorporate the value of
25 earned nondiscretionary bonuses and other earned compensation. Instead, Auto Mission paid
26 Vazquez's paid sick days at a lesser rate. (Exhibit 1, *supra.*) Accordingly, Auto Mission violated
27 Labor Code sections 233 and 246.

1 11. Furthermore, Vazquez was regularly denied rest and meal periods to which he was
2 entitled, and was not properly compensated for the denial of such breaks. Vazquez regularly
3 worked shifts of eight hours or more; however, he was almost never relieved of all duty and given
4 the opportunity to take a ten-minute rest period. Furthermore, though with less frequency, Vazquez
5 was denied thirty-minute, unpaid meal periods. On occasion, the demands of his job were so
6 tremendous that nobody relieved him of duty to take a thirty-minute meal period. Furthermore,
7 Auto Mission did not pay Vazquez an hour of pay at his regular rate of compensation (“premium
8 pay”) for each rest and meal period that was not provided to him in accordance with applicable
9 IWC Wage Orders. To the extent that Auto Mission did pay premiums for denied rest and meal
10 breaks, it did not pay such premiums at Vazquez’s “regular rate of compensation”, accounting for
11 the value of earned nondiscretionary bonuses and other earned compensation. Accordingly, Auto
12 Mission violated Labor Code sections 226.7 and 512.

13 12. Auto Mission also failed to reimburse Vazquez for all work-related expenses, and to
14 adequately pay him in light of that failure to adequately reimburse. As an auto mechanic, Vazquez
15 was required by Auto Mission to provide his own tools. He did so, and at significant expense to
16 him. While Auto Mission did reimburse Vazquez for some of that cost, it did not adequately
17 reimburse him for all expenses incurred in direct consequence of the discharge of his job duties.
18 Accordingly, Auto Mission violated Labor Code section 2802. Also, Auto Mission failed to pay
19 Vazquez twice the applicable minimum wage, even though it made him provide for his own tools.
20 Wage Order No. 9 (codified at California Code of Regulations, title 8, § 11090) applies to
21 Vazquez’s occupation, and provides that:

22 “[w]hen tools or equipment are required by the employer or are necessary to the
23 performance of a job, such tools and equipment shall be provided and maintained
24 by the employer, except that an employee whose wages are at least two (2) times
25 the minimum wage provided herein may be required to provide and maintain hand
26 tools and equipment customarily required by the trade or craft.”

27 13. However, Auto Mission did not pay Vazquez twice the minimum wage (in 2021,
28 per Labor Code section 1182.12, this would have amounted to \$28 per hour for an employer with

26 or more employees). (**Exhibit 2.**) By violating an applicable Wage Order of the Industrial Welfare Commission, Auto Mission violated Labor Code section 1197.1.

14. Because Vazquez was not paid overtime and paid sick days at the appropriate regular rate of pay, has not otherwise been paid all wages due, and as he has not been paid premium pay for every rest and meal period denied him, *supra*, the itemized wage statements issued to him failed to show the gross wages earned, the net wages earned, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each rate, in violation of Labor Code section 226, subdivisions (a)(1), (5), and (9).

15. At no point since the cessation of Vazquez's employment was he paid the full balance of wages earned, including premiums, *supra*.

16. The foregoing list of misconduct is a partial list only and set forth by way of example.

FIRST CAUSE OF ACTION
FAILURE TO PAY OVERTIME AT CORRECT RATE
(Lab. Code § 510 & 1198)
Against Defendants

17. Plaintiff hereby realleges and incorporates by reference each and every allegation set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this cause of action.

18. Pursuant to Labor Code section 510, 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. 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. In addition, any 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.

19. The "regular rate of pay" includes all remuneration for employment paid to the employee and includes, but is not limited to, hourly earnings, salary, piece work earnings, commissions, non-discretionary bonuses, and the value of meals and lodging. (See 29 U.S.C. § 207(e); DLSE Enforcement Policies and Interpretations Manual Section 49.)

1 20. Pursuant to Labor Code section 1198, the maximum hours of work and standard
2 conditions of labor fixed by the Commission shall be the maximum hours of work and the standard
3 conditions of labor for employees and the employment of any employee for longer hours than those
4 fixed by the Commission or under conditions of labor prohibited by the order is unlawful.

5 21. During the relevant time period, Plaintiff regularly worked overtime and doubletime.

6 22. During the relevant time period, Defendants intentionally and willfully failed to pay the
7 proper overtime/doubletime wages due to Plaintiff.

8 23. Wherefore, Plaintiff has been injured as set forth above and requests relief as hereafter
9 provided.

10 **SECOND CAUSE OF ACTION**
11 **FAILURE TO PROVIDE SICK LEAVE AT CORRECT RATE**
12 **(Lab. Code, §§ 218, 233, 246 *et seq.*)**
 Against Defendants

13 25. Plaintiff hereby realleges and incorporates by reference each and every allegation set
14 forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
15 allegations of this cause of action.

16 26. Labor Code section 246(l) requires that employers pay sick time pay to non-exempt
17 employees at that employee's "regular rate of pay."

18 27. According to the California Supreme Court, sick pay is a form of wages. (*Murphy v.*
19 *Kenneth Cole Productions* (2007) 40 Cal.4th 1094, 1103.)

20 28. Labor Code section 233 provides that "any employer who provides sick leave for
21 employees shall permit an employee to use in any calendar year the employee's accrued and
22 available sick leave entitlement, in an amount not less than the sick leave that would be accrued
23 during six months at the employee's then current rate of entitlement, for the reasons specified in
24 subdivision (a) of Section 246.5."

25 29. During the relevant time period, Defendants intentionally and willfully failed to pay
26 Plaintiff sick pay as required by law. Accordingly, Plaintiff did not receive the full amount of paid
27 sick time that they was entitled to receive by law, and was therefore denied the right to use sick
28 leave within the meaning of Labor Code sections 233(a) and (c).

30. Any employer who violates Labor Code section 233 is liable to employees for the greater of one days' pay or actual damages, reasonable equitable relief, and reasonable attorneys' fees and costs. (Lab. Code, § 233, subs. (d), (e).)

31. Further, Labor Code section 218 authorizes a private right of action to recover unpaid wages.

32. Wherefore, Plaintiff has been injured as set forth above and requests relief as hereafter provided.

THIRD CAUSE OF ACTION
FAILURE TO PROVIDE REST PERIODS OR PAY PREMIUMS
(Lab. Code, § 226.7)
Against Defendants

33. Plaintiff hereby realleges and incorporates by reference each and every allegation set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this cause of action.

34. Labor Code section 226.7 requires employers to provide employees meal periods as mandated by Order of the Industrial Welfare Commission. It states:

- a. No employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission.
- b. If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

35. Section 11 of the applicable IWC Wage Order provides:

“(A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. Nothing in this provision shall prevent an employer from staggering rest periods to avoid interruption in the flow of work and to maintain continuous operations, or from scheduling rest periods to coincide with breaks in the flow of work that occur in the course of the workday. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time for every four (4) hours worked, or major fraction thereof. Rest periods shall take place at employer designated areas, which may include or be

1 limited to the employees' immediate work area.

2 (B) Rest periods need not be authorized in limited circumstances when the disruption of
3 continuous operations would jeopardize the product or process of the work. However,
4 the employer shall make up the missed rest period within the same workday or
5 compensate the employee for the missed ten (10) minutes of rest time at his/her regular
6 rate of pay within the same pay period.

7 (C) A rest period need not be authorized for employees whose total daily work time is
8 less than three and one-half (3 ½) hours. Authorized rest period time shall be counted as
9 hours worked for which there shall be no deduction from wages.

10 (D) If an employer fails to provide an employee a rest period in accordance with the
11 applicable provisions of this order, the employer shall pay the employee one (1) hour of
12 pay at the employee's regular rate of compensation for each workday that the rest period
13 is not provided."

14 36. The "regular rate of compensation", for purposes of rest break premiums, must account
15 for not only hourly wages but also other nondiscretionary payments for work performed by the
16 employee. (*Ferra v. Loews Hollywood Hotel, LLC* (2021), 11 Cal.5th 858.)

17 37. During the relevant time period, Plaintiff was not provided with rest breaks as required
18 by law and did not receive an additional hour of premium pay at his regular rate of compensation for
19 each missed rest break.

20 38. Wherefore, Plaintiff has been injured as set forth above and requests relief as
21 hereinafter provided.

22 **FOURTH CAUSE OF ACTION**
23 **FAILURE TO PROVIDE MEAL PERIODS OR PAY PREMIUMS**
24 **(Lab. Code, §§ 226.7, 512)**
25 **Against Defendants**

26 39. Plaintiff hereby realleges and incorporates by reference each and every allegation set
27 forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
28 allegations of this cause of action.

40. Labor Code section 226.7 requires employers to provide employees meal periods as
mandated by Order of the Industrial Welfare Commission. It states:

a. No employer shall require any employee to work during any meal or rest period
mandated by an applicable order of the Industrial Welfare Commission.

1 b. If an employer fails to provide an employee a meal period or rest period in
2 accordance with an applicable order of the Industrial Welfare Commission, the
3 employer shall pay the employee one additional hour of pay at the employee's
4 regular rate of compensation for each work day that the meal or rest period is
5 not provided.

6 41. Labor Code section 512(a) and applicable Wage Order(s) of the Industrial Welfare
7 Commission provide that an employer may not employ a person for a work period of more than five
8 hours per day without providing that employee a meal period of not less than thirty minutes, except
9 that if the total work period per day is no more than six hours, the meal period may be waived by
10 mutual consent of both the employer and employee. An employer may not employ a person for a
11 work period of more than ten hours per day without providing an employee with a second meal period
12 of not less than thirty minutes, except that if the total work period per day of the employee is no more
13 than twelve hours, the meal period may be waived by mutual consent of both the employer and the
14 employee, and if the first meal period was not waived.

15 42. The "regular rate of compensation", for purposes of rest break premiums, must account
16 for not only hourly wages but also other nondiscretionary payments for work performed by the
17 employee. (*Ferra v. Loews Hollywood Hotel, LLC* (2021), 11 Cal.5th 858.)

18 43. During the relevant time period, Plaintiff was not provided with meal breaks as
19 required by law and did not receive an additional hour of premium pay at his regular rate of
20 compensation for each missed meal period.

21 44. Wherefore, Plaintiff has been injured as set forth above and requests relief as
22 hereinafter provided.

23 **FIFTH CAUSE OF ACTION**
24 **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES**
 (Lab. Code, § 2802.)
 Against Defendants

25 45. Plaintiff hereby realleges and incorporates by reference each and every paragraph
26 set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
27 allegations of this cause of action.
28

1 46. Labor Code section 202, subdivision (a) provides that “[a]n employer shall
2 indemnify his or her employee for all necessary expenditures or losses incurred by the employee in
3 direct consequence of the discharge of his or her duties, or of his or her obedience to the directions
4 of the employer, even though unlawful, unless the employee, at the time of obeying the directions,
5 believed them to be unlawful.

6 47. Nonetheless, as set forth above, Defendants failed to reimburse Plaintiff for all
7 incurred business expenses.

8 48. Labor Code section 2802 further provides that, in an action for reimbursement of
9 business expenses, a prevailing plaintiff is entitled to an award of attorney’s fees.

10 49. Wherefore, Plaintiff has been injured as set forth above and requests relief as
11 hereafter provided.

12 **SIXTH CAUSE OF ACTION**
13 **FAILURE TO PAY ALL WAGES DUE AT END OF EMPLOYMENT**
14 **(Lab. Code, § 201, *et seq.*)**
 Against Defendants

15 50. Plaintiff hereby realleges and incorporates by reference each and every allegation set
16 forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
17 allegations of this cause of action.

18 51. Labor Code section 201 provides that if an employer discharges an employee, the wages
19 earned and unpaid at the time of discharge are due and payable immediately.

20 52. Labor Code section 202 requires an employer to pay an employee all earned wages
21 within 72 hours of the employee quitting his or her employment, or immediately at the time of quitting
22 if the employee has given 72 hours previous notice of his or her intention to quit.

23 53. As set forth above, Plaintiff was not timely paid all earned but unpaid wages when his
24 employment with Defendants ended.

25 54. Wherefore, Plaintiff has been injured as set forth above and requests relief as hereafter
26 provided.

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SEVENTH CAUSE OF ACTION
FAILURE TO FURNISH COMPLETE AND ACCURATE ITEMIZED WAGE STATEMENTS
(Lab. Code, § 226(a))
Against Defendants

55. Plaintiff hereby realleges and incorporates by reference each and every allegation set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this cause of action.

56. Pursuant to Labor Code section 226(a) “every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee’s wages, or separately when the wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee [. . .], (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number, (8) the name and address of the legal entity that is the employer [. . .], (9) all applicable hourly rates in effect during the pay period and corresponding number of hours worked at each hourly rate by the employee and, if the employer is a temporary services employer [. . .], the rate of pay and the total hours worked for each temporary services assignment.”

57. An employee suffering injury as a result of the knowing and intentional failure by an employer to comply with Labor Code section 226(a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed the aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney’s fees. (Lab. Code, § 226, subd. (e)(1).)

58. An employee is deemed to suffer injury if the employer fails to provide a wage statement or if the employer fails to provide accurate and complete information as required by any one or more of the items (1) to (9), inclusive, of subdivision (a) and the employee cannot promptly and easily determine from the wage statement alone, i) the amount of gross/net wages paid to the employee

1 during the pay period or any of the other information required to be provided pursuant to Labor Code
2 section 226(a) items (2) to (4), inclusive, (6) and (9), ii) deductions made by the employer, iii) the name
3 and address of the employer and iv) the name of the employee and the last four digits of his or her
4 social security number or employee identification number. (Lab. Code, § 226, subds. (e)(2)(A), (B)(i)-
5 (iv).) “Promptly and easily determine” means a reasonable person would be able to readily ascertain
6 the information without reference to other documents or information. (Lab. Code, § 226, subd.
7 (e)(2)(C).)

8 59. As set forth above, Defendants intentionally and willfully failed to furnish accurate
9 itemized wage statements which complied with Labor Code section 226.

10 60. Wherefore, Plaintiff has been injured as set forth above and requests relief as hereafter
11 provided.

12 **PRAYER FOR RELIEF**

13 WHEREFORE, Plaintiff prays judgment against Defendants as follows:

- 14 1. That this Court award actual and compensatory damages, including but not limited to
15 the remedies provided for under Labor Code section 233(d);
- 16 2. That this Court award injunctive relief, including that available under Labor Code
17 sections 226(h) and 248.5(e);
- 18 3. That this Court award statutory penalties including, but not limited to, those available
19 under Labor Code sections 203 and 226;
- 20 4. That this Court award statutory attorneys’ fees and costs, including, but not limited to,
21 those available under Labor Code sections 218.5, 226(e)(1) and (h), 233(e), 248.5(e),
22 1194, as well as those available under Code of Civil Procedure section 1021.5;
- 23 5. That this Court award prejudgment and post-judgment interest according to any
24 applicable provision of law or as otherwise permitted by law; and
- 25 6. That this Court award such other and further relief as the court deems just and proper.

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1 **DATED:** October 12, 2022

MAYALL HURLEY P.C.



2
3 By _____

JOHN P. BRISCOE

Attorneys for Plaintiff

SERGIO VAZQUEZ

Exhibit 1

CO.	FILE	DEPT.	CLOCK	VCHR. NO.	130
X3Y	003643	000247	3643	0000480028	1

AutoNation

AUTO MISSION LTD.
DBA AUTONATION TOYOTA SCION HAYWARD
24773 MISSION BLVD
HAYWARD, CA 94544

Earnings Statement



Period Beginning: 11/01/2020
Period Ending: 11/15/2020
Pay Date: 11/25/2020

Taxable Marital Status: Single
Exemptions/Allowances:
Federal: 0
CA: 0

SERGIO VAZQUEZ

Social Security Number: XXX-XX

Earnings	rate	hours	this period	year to date
Regular	24.0000	68.67	1,648.08	40,326.24
Overtime	36.6492	9.90	362.83	9,073.41
Authorized Hrs	2.0000	51.90	103.80	
Prdctivity Bns			200.00	793.50
Unapplied Time	2.0000	1.80	3.60	2,450.12
Unapplied Time	27.0000	3.33	89.91	
Vacation Pay	36.6200	8.00	292.96	1,085.68
Holiday				719.36
Gross Pay			\$2,701.18	57,822.19

Your federal taxable wages this period are
\$2,645.18

Other Benefits and Information	this period	total to date
Pto Balance	17.00	
Sick Balance	0.00	
Totl Hrs Worked	78.57	
Emplid I.D. #		1256103

Deductions	Statutory	
Federal Income Tax	-371.70	8,081.70
Social Security Tax	-164.00	3,530.45
Medicare Tax	-38.36	825.67
CA State Income Tax	-121.49	2,709.59
CA SUI/SDI Tax	-26.45	569.43
Other		
Dental Pretax	-8.29*	116.07
Medical Pretax	-44.89*	718.24
Vision	-2.82*	45.12
Net Pay	\$1,923.18	
Checking 1	-1,923.18	
Net Check	\$0.00	

* Excluded from federal taxable wages

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AutoNation

AUTO MISSION LTD.
DBA AUTONATION TOYOTA SCION HAYWARD
24773 MISSION BLVD
HAYWARD, CA 94544

Advice number: 00000480028
Pay date: 11/25/2020

Deposited to the account of	account number	transit ABA	amount
SERGIO VAZQUEZ		XXXX XXXX	\$1,923.18

THIS IS NOT A CHECK

NON-NEGOTIABLE

Exhibit 2

AutoNation

CO	FILE	DEPT	CLOCK	VCHR. NO.	130
X3Y	003643	000247	3643	0000080028	1

AUTO MISSION LTD.
DBA AUTONATION TOYOTA SCION HAYWARD
24773 MISSION BLVD
HAYWARD, CA 94544

Taxable Marital Status: Single
Exemptions/Allowances:
Federal: 0
CA: 0

Social Security Number: XXX-XX-

Earnings Statement

Period Beginning: 02/01/2021
Period Ending: 02/15/2021
Pay Date: 02/25/2021

SERGIO VAZQUEZ

Earnings	rate	hours	this period	year to date
Regular	24.0000	83.67	2,008.08	7,624.32
Overtime	36.5770	15.37	562.19	3,600.87
Authorized Hrs	2.0000	56.00	112.00	
Tool Allowance			104.97	104.97
Unapplied Time	2.0000	1.60	3.20	344.66
Unapplied Time	3.3095	4.33	14.33	
Double Ot				45.89
Holiday				573.36
Prdctivity Bns				500.00
Gross Pay			\$2,804.77	13,396.41

Your federal taxable wages this period are
\$2,694.49

Other Benefits and Information	this period	total to date
Pto Balance	11.67	
Sick Balance	0.00	
Totl Hrs Worked	99.04	
Emplid I.D. #		1256103

Deductions	Statutory	
	Federal Income Tax	-379.43
	Social Security Tax	-167.06
	Medicare Tax	-39.07
	CA State Income Tax	-124.43
	CA SDI Tax	-32.33
	Other	
	Dental Pretax	-18.14*
	Medical Pretax	-89.69*
	Vision	-2.45*
	Net Pay	\$1,952.17
	Checking 1	-1,952.17
	Net Check	\$0.00

* Excluded from federal taxable wages

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AutoNation

AUTO MISSION LTD.
DBA AUTONATION TOYOTA SCION HAYWARD
24773 MISSION BLVD
HAYWARD, CA 94544

Advice number: 0000080028
Pay date: 02/25/2021

Deposited to the account of	account number	transit ABA	amount
SERGIO VAZQUEZ		XXXX XXXX	\$1,952.17

THIS IS NOT A CHECK

NON-NEGOTIABLE

PROOF OF SERVICE

I, the undersigned, certify and declare as follows:

I am over the age of eighteen years and not a party to this action. My business address is 2453 Grand Canal Boulevard, Stockton, California 95207 that is located in the county where the mailing and/or delivery below took place.

On October 12, 2022, I served the following document:

FIRST AMENDED COMPLAINT

addressed to:

Christopher C. Hoffman
Christopher S. Alvarez
Christina M. Anton
Fisher & Phillips LLP
621 Capitol Mall, Suite 1400
Sacramento, CA 95814
choffman@fisherphillips.com
calvarez@fisherphillips.com
canton@fisherphillips.com
Andrea Ford
Aford@Fisherphillips.com
Alicia Malerbi
amalerbi@fisherphillips.com

☐ **BUSINESS PRACTICE TO ENTRUST DEPOSIT TO OTHERS:** I am readily familiar with the business practice at my place of business for collection and processing of correspondence for mailing with the United States Postal Service. Correspondence so collected and processed is deposited with the United States Postal Service that same day in the ordinary course of business. On the date specified below, at my place of business at Stockton, California a copy of the document described above was placed for deposit in the United States Postal Service in a sealed envelope, with postage fully prepaid addressed to the individuals and/or entities mentioned above; and that envelope was placed for collection and mailing on that date following ordinary business practice.

☒ **BY EMAIL:** In accordance with Code of Civil Procedure, Section 1010.6, on the date specified below, I caused a copy of the document(s) described above to be sent to the person(s) at the e-mail address(es) listed above. My business e-mail address is lriley@mayallaw.com. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on October 12, 2022, at Lodi, California.


LINDSAY RILEY SHIELDS