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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF SAN BERNARDINO**

10
11 Gabriel Arias, an individual, and Alberto
12 Arias, an individual,

13 Plaintiffs,

14 v.

15 TORQUE PARTS LLC, an Illinois Limited
16 Liability Company; and
17 DOES 1 through 50, inclusive,

18 Defendants.

Case No. _____

PLAINTIFFS' COMPLAINT FOR:

- 1) Failure to Pay All Lawful Wages
- 2) Failure to Provide Lawful Meal Periods or Compensation in Lieu Thereof
- 3) Failure to Provide Lawful Rest Periods or Compensation in Lieu Thereof
- 4) Failure to Reimburse Business Expenses
- 5) Failure to Timely Pay Wages During Employment
- 6) Failure to Timely Pay Wages at Termination of Employment
- 7) Knowing and Intentional Failure to Provide Accurate Itemized Wage Statements
- 8) Violations of the Unfair Competition Law

JURY TRIAL DEMANDED

1 Plaintiffs Gabriel Arias and Alberto Arias (collectively referred to herein as “Plaintiffs”)
2 assert the following claims against Defendant TORQUE PARTS LLC, an Illinois limited liability
3 company, and DOES 1 through 50, inclusive (collectively, “Defendants”).

4 Plaintiffs are informed and believe, and thereon allege, that at all relevant times, DOES 1
5 through 50 were employers, managers, supervisors, officers, directors, and/or managing agents of
6 Defendants who exercised control over Plaintiffs’ wages, hours, and working conditions.
7 Plaintiffs further allege that DOES 1 through 50 personally participated in, directed, authorized,
8 and/or ratified the unlawful wage-and-hour practices alleged herein, including the failure to pay
9 all wages owed and the denial of lawful meal and rest periods, and are therefore individually
10 liable as “other persons acting on behalf of an employer” within the meaning of California Labor
11 Code § 558.1.

12 Plaintiffs will amend this Complaint to allege the true names and capacities of DOES 1
13 through 50 when such information becomes known.

14 **I.**

15 **INTRODUCTION**

16 1. During the relevant time period, Defendants employed Plaintiffs and failed to
17 comply with the California Labor Code and applicable Industrial Welfare Commission (“IWC”)
18 Wage Orders by engaging in unlawful wage-and-hour practices affecting Plaintiffs.

19 2. Plaintiffs are informed and believe, and thereon allege, that Defendants violated
20 California wage-and-hour laws, including but not limited to:

- 21 a. Failing to pay all wages owed, including minimum wages and overtime wages,
22 for all hours worked;
- 23 b. Failing to provide lawful, duty-free meal periods or premium compensation in
24 lieu thereof;
- 25 c. Failing to authorize and permit lawful rest periods or premium compensation
26 in lieu thereof;
- 27 d. Requiring Plaintiffs to perform work off-the-clock before, during, and after
28 scheduled shifts;

- e. Failing to reimburse Plaintiffs for necessary business expenses incurred in the course of their employment;
- f. Failing to timely pay all earned wages during employment and upon separation of employment; and
- g. Knowingly and intentionally failing to provide accurate itemized wage statements.

3. Plaintiffs bring this action pursuant to California Labor Code sections 201–204, 210, 221, 223, 224, 226, 226.7, 510, 512, 516, 558.1, 1194, 1194.2, 1197, 1198, and 2802, and the applicable IWC Wage Orders. Plaintiffs seek unpaid wages, meal- and rest-period premium wages, waiting-time penalties, wage-statement penalties, expense reimbursements, equitable relief, and reasonable attorneys’ fees and costs.

II.

VENUE AND JURISDICTION

4. This Court has jurisdiction over this action pursuant to Article VI, Section 10 of the California Constitution, which grants the California Superior Court original jurisdiction in all civil causes except those given by statute to other courts. No statute confers exclusive jurisdiction over the claims asserted herein.

5. This Court has personal jurisdiction over Defendants because Defendant TORQUE PARTS LLC is an Illinois limited liability company authorized to and doing business in the State of California, including within San Bernardino County. Plaintiffs are informed and believe, and thereon allege, that Defendants, including DOES 1 through 50, conducted business in California, employed Plaintiffs in California, and exercised control over Plaintiffs’ wages, hours, and working conditions within this state and county.

6. Venue is proper in this Court pursuant to Code of Civil Procedure § 395 because the acts and omissions giving rise to Plaintiffs’ claims occurred in San Bernardino County. Plaintiffs were assigned to and reported to Defendants’ warehouse facility located in Ontario, California, where Defendants employed Plaintiffs, directed their work, and implemented the unlawful wage-and-hour practices alleged herein.

7. Venue is further proper because Plaintiffs' injuries, including unpaid wages, meal- and rest-period violations, unreimbursed business expenses, and wage-statement violations, were sustained in San Bernardino County.

8. This Court has subject-matter jurisdiction because this action arises exclusively under California law, including the California Labor Code and applicable IWC Wage Orders. No federal question is presented, and the amount in controversy exceeds the jurisdictional minimum of this Court.

III.

PARTIES

9. Plaintiffs Gabriel Arias and Alberto Arias are, and at all relevant times mentioned herein were, residents of the State of California. Plaintiffs were employed by Defendants in San Bernardino County as non-exempt, hourly employees working in Defendants' warehouse operations. Throughout their employment, Plaintiffs performed duties including receiving, locating, handling, packing, and shipping automotive parts, including heavy parts for semi-trucks, in furtherance of Defendants' business operations.

10. Defendant TORQUE PARTS LLC (“Defendant”) is, and at all relevant times was, engaged in the business of selling and distributing automotive parts and maintained a warehouse facility located at 4422 East Airport Drive, Unit A, Ontario, California 91761. At all relevant times, Defendant employed Plaintiffs at this location, controlled Plaintiffs’ wages, hours, and working conditions, and implemented the unlawful wage-and-hour policies and practices alleged herein.

11. Plaintiffs are informed and believe, and thereon allege, that DOES 1 through 50 were individuals and/or business entities whose identities are presently unknown to Plaintiffs, and who were owners, officers, directors, managers, supervisors, forepersons, and/or managing agents of Defendant. Plaintiffs further allege that DOES 1 through 50 exercised control over Plaintiffs' wages, hours, working conditions, and timekeeping practices; directed, authorized, and/or ratified the unlawful wage-and-hour conduct alleged herein; denied Plaintiffs lawful meal and rest periods; failed to ensure payment of all wages owed; and failed to reimburse Plaintiffs for

1 necessary business expenses.

2 12. Plaintiffs are informed and believe, and thereon allege, that DOES 1 through 50
3 are liable as “other persons acting on behalf of an employer” within the meaning of California
4 Labor Code § 558.1 because they personally participated in, directed, authorized, and/or ratified
5 the wage-and-hour violations alleged herein. Plaintiffs will amend this Complaint to allege the
6 true names and capacities of DOES 1 through 50 when such information becomes known.

7 **IV.**

8 **FACTUAL ALLEGATIONS**

9 13. Plaintiffs Gabriel Arias and Alberto Arias were employed by Defendant TORQUE
10 PARTS LLC from approximately July 2023 through approximately August 2025 as non-exempt,
11 hourly warehouse employees. In this role, Plaintiffs worked at Defendant’s warehouse facility
12 located at 4422 East Airport Drive, Unit A, Ontario, California 91761, where they were
13 responsible for receiving, locating, handling, packing, and shipping automotive parts, including
14 heavy parts for semi-trucks.

15 14. During their employment, Plaintiffs regularly worked approximately eight (8) to
16 eight and one-half (8.5) hours per day during periods of full-time scheduling and approximately
17 six (6) hours per day after Defendant reduced their schedules. Plaintiffs generally worked five (5)
18 days per week, resulting in average workweeks of approximately forty (40) to over forty (40)
19 hours during full-time periods. Plaintiff Gabriel Arias was paid at an hourly rate of approximately
20 \$21.00 per hour, and Plaintiff Alberto Arias was paid at a similar hourly rate.

21 15. During the relevant time period, Defendant maintained unlawful practices that
22 resulted in Plaintiffs not being paid for all hours worked. Plaintiffs regularly arrived at the
23 worksite before their scheduled start time and were not permitted to clock in until the start of their
24 shifts, resulting in uncompensated waiting time under Defendant’s control. In addition, Plaintiffs
25 were required to respond to work-related text messages after clocking out, including
26 communications regarding customer orders, shipments, and parts, using their personal cell
27 phones, without compensation. Plaintiffs also performed work during unpaid or late meal periods
28 due to workload demands. As a result, Defendant failed to pay Plaintiffs for all hours worked, in

1 violation of the California Labor Code.

2 16. During the relevant time period, Plaintiffs were regularly required to work more
3 than five (5) hours without being provided a timely, duty-free thirty (30)-minute meal period by
4 the end of the fifth hour of work. Plaintiffs' meal periods were frequently delayed beyond the
5 legally required time due to workload demands and instructions to complete work before taking a
6 lunch. On busy days, particularly Mondays and Tuesdays, Plaintiffs were often not permitted to
7 take a meal period until approximately 1:00 p.m. or later, despite beginning work at
8 approximately 8:00 a.m., and on some occasions were unable to take a meal period at all. As a
9 result of Defendant's scheduling practices and supervisory control, Plaintiffs were routinely
10 denied timely, uninterrupted meal periods.

11 17. During the relevant time period, Plaintiffs were not paid one (1) hour of premium
12 pay at their regular rate of compensation for each workday in which a compliant meal or rest
13 period was not provided, as required by California Labor Code § 226.7.

14 18. During the relevant time period, Plaintiffs were not authorized or permitted to take
15 paid ten (10)-minute rest periods for every four (4) hours or major fraction thereof worked.
16 Plaintiffs' rest periods were frequently delayed or missed altogether due to workload demands
17 and instructions to continue working before taking breaks. On busy days, Plaintiffs were often
18 required to work through their rest periods, and the second rest period on longer shifts was
19 frequently not provided at all. As a result of Defendant's practices and supervisory control,
20 Plaintiffs did not receive legally compliant rest periods and were not paid rest-period premium
21 wages for these violations.

22 19. Defendant failed to reimburse Plaintiffs for necessary business expenses incurred
23 in the course and scope of their employment, in violation of California Labor Code section 2802.
24 Plaintiffs were required to wear employer-mandated work attire without reimbursement for the
25 costs of purchasing, maintaining, or laundering such clothing. Plaintiffs were also required to use
26 their personal cell phones for work-related communications, including responding to messages
27 regarding orders, shipments, and parts, without reimbursement. These expenses were incurred as
28 a direct consequence of Plaintiffs' job duties and primarily benefitted Defendant.

20. Defendant failed to timely pay Plaintiffs all wages earned during their employment and, upon separation from employment, failed to timely pay all wages due, in violation of California Labor Code sections 201–203 and applicable IWC Wage Orders. This included unpaid wages for all hours worked, including compensable off-the-clock work performed before and after recorded shifts, as well as unpaid premium wages owed for missed or late meal periods and missed rest periods. As a result, Plaintiffs were not paid all wages owed in a timely manner as required by California law.

21. Defendant failed to provide Plaintiffs with accurate, itemized wage statements in violation of California Labor Code section 226. Plaintiffs' wage statements failed to accurately reflect all hours worked and all wages earned, including compensation for off-the-clock work and premium wages owed for missed or late meal periods and missed rest periods. As a result, Plaintiffs were unable to accurately determine the wages owed to them and suffered injury as a result of Defendant's failure to provide compliant wage statements.

22.

V.

CAUSES OF ACTION

First Cause of Action

Failure to Pay Lawful Wages, Including Overtime Wages

(Lab. Code §§ 510, 1194, 1194.2, 1197, 1198)

(Against All Defendants)

23. Plaintiffs repeat and incorporate herein by reference each and every allegation set forth above, as though fully set forth herein.

24. As alleged herein, Defendants failed to pay Plaintiffs all wages owed for all hours worked. Defendants' unlawful practices required Plaintiffs to perform compensable work without pay, including off-the-clock work performed before and after recorded shifts and work performed during unpaid or late meal periods.

25. As a result of Defendants' failure to record and compensate Plaintiffs for all hours worked, Plaintiffs were not paid at least the applicable minimum wage for all compensable time

1 worked and were further denied overtime compensation because unpaid work caused Plaintiffs to
2 work in excess of eight (8) hours in a workday and/or forty (40) hours in a workweek, in violation
3 of California Labor Code sections 510, 1194, 1197, and 1198.

4 26. By reason of the foregoing violations, Plaintiffs are entitled to recover unpaid
5 wages, including minimum and overtime wages, liquidated damages, interest, reasonable
6 attorneys' fees, and costs pursuant to California Labor Code sections 1194 and 1194.2.

7 WHEREFORE, Plaintiffs seek the relief requested below.

8 **Second Cause of Action**

9 Failure to Provide Lawful Meal Periods Or Compensation in Lieu Thereof

10 (Lab. Code §§ 226.7, 512, IWC Wage Orders)

11 (Against All Defendants)

12 27. Plaintiffs repeat and incorporate herein by reference each and every allegation set
13 forth above, as though fully set forth herein.

14 28. As alleged herein, Defendants failed to maintain and implement lawful meal
15 period policies and practices and failed to provide Plaintiffs with timely, duty-free meal periods
16 of not less than thirty (30) minutes by the end of the fifth hour of work, as required by California
17 Labor Code section 512 and applicable IWC Wage Orders.

18 29. Defendants further failed to pay Plaintiffs one (1) hour of premium wages for each
19 workday in which a compliant meal period was not provided, in violation of California Labor
20 Code section 226.7.

21 WHEREFORE, Plaintiffs seek the relief requested below.

22 **Third Cause of Action**

23 Failure to Provide Rest Periods Or Compensation in Lieu Thereof

24 (Lab. Code §§226.7, IWC Wage Orders)

25 (Against All Defendants)

26 30. Plaintiffs repeat and incorporate herein by reference each and every allegation set
27 forth above, as though fully set forth herein.
28

31. As alleged herein, Defendants failed to maintain and implement lawful rest period policies and practices and failed to authorize and permit Plaintiffs to take uninterrupted ten (10)-minute rest periods for every four (4) hours or major fraction thereof worked.

32. Defendants further failed to pay Plaintiffs one (1) hour of premium wages for each workday in which a compliant rest period was not provided, in violation of California Labor Code section 226.7.

WHEREFORE, Plaintiffs seek the relief requested below.

Fourth Cause of Action

Failure to Reimburse Business Expenses

(Lab. Code § 2802)

(Against All Defendants)

33. Plaintiffs repeat and incorporate herein by reference each and every allegation set forth above, as though fully set forth herein.

34. As alleged herein, Defendants failed to reimburse Plaintiffs for necessary business expenses incurred in the course and scope of their employment. Plaintiffs were required to wear employer-mandated work attire without reimbursement for the costs of purchasing, maintaining, or laundering such clothing, and were required to use their personal cell phones for work-related communications without reimbursement, in violation of California Labor Code section 2802.

35. As a result of Defendants' failure to reimburse required business expenses, Plaintiffs are entitled to recover all unreimbursed expenses, interest, reasonable attorneys' fees, and costs pursuant to California Labor Code section 2802.

WHEREFORE, Plaintiffs seek the relief requested below.

Fifth Cause of Action

Failure to Timely Pay Wages During Employment

(Lab. Code § 204)

(Against All Defendants)

36. Plaintiffs repeat and incorporate herein by reference each and every allegation set forth above, as though fully set forth herein.

37. As alleged herein, Defendants failed to timely pay Plaintiffs all wages earned in each pay period, including wages for off-the-clock work and premium wages owed for non-compliant meal and rest periods, in violation of California Labor Code section 204.

38. As a result of Defendants' failure to timely pay wages during employment, Plaintiffs have suffered injury and are entitled to recover all wages unlawfully withheld, interest, and all other relief permitted by law.

WHEREFORE, Plaintiffs seek the relief requested below.

Sixth Cause of Action

Failure to Timely Pay Wages Due At Termination

(Lab. Code §§ 201-203)

(Against All Defendants)

39. Plaintiffs repeat and incorporate herein by reference each and every allegation set forth above, as though fully set forth herein.

40. California Labor Code sections 201 and 202 require employers to timely pay all wages earned and unpaid at the time of an employee's separation from employment. Labor Code section 203 provides for waiting-time penalties when an employer willfully fails to do so.

41. As alleged herein, Defendants willfully failed to pay Plaintiffs all wages due at the time of separation from employment, including unpaid wages for all hours worked, derivative overtime wages, and premium wages owed for non-compliant meal and rest periods.

42. As a result of Defendants' willful failure to timely pay all wages owed at separation, Plaintiffs are entitled to waiting-time penalties pursuant to California Labor Code section 203.

WHEREFORE, Plaintiffs seek the relief requested below.

Seventh Cause of Action

Failure to Provide Accurate Itemized Wage Statements

(Lab. Code § 226)

(Against All Defendants)

51. As a result of Defendants' unlawful business practices, Plaintiffs suffered economic injury, including the loss of wages and benefits to which they were lawfully entitled.

52. Plaintiffs are entitled to restitution of all unpaid wages and benefits unlawfully withheld, together with interest, pursuant to Business and Professions Code sections 17200–17208.

WHEREFORE, Plaintiffs seek the relief requested below.

VI.

PRAYER

WHEREFORE, Plaintiffs pray for judgment against Defendants, and each of them, as follows:

1. For unpaid minimum wages, overtime wages, and all other wages due, including wages for off-the-clock work, in amounts to be proven at trial, plus interest thereon, pursuant to California Labor Code sections 510, 1194, 1194.2, and 1197;
2. For meal period and rest period premium wages pursuant to California Labor Code section 226.7 and applicable IWC Wage Orders;
3. For statutory penalties and damages available under the California Labor Code, including but not limited to penalties under California Labor Code sections 201–204, 203, and 226(e), to the extent permitted by law;
4. For reimbursement of necessary business expenses pursuant to California Labor Code section 2802, including unreimbursed work-related cellphone usage, and the costs of maintaining and laundering required work attire;
5. For restitution of all wages and benefits unlawfully withheld pursuant to Business and Professions Code section 17203;
6. For reasonable attorneys’ fees and costs of suit pursuant to California Labor Code sections 218.5, 226(e), 1194, and 2802;
7. For prejudgment interest as allowed by law; and
8. For such other and further relief as the Court deems just and proper.

1 **DEMAND FOR JURY TRIAL**

2 Plaintiffs hereby demand trial of their claims by jury to the extent authorized by law.

3
4 **FIRST CHOICE LAW FIRM**

5 

6 Dated: December 28, 2025

7 _____
8 Minh Tam Do, Esq.
9 Attorney for Plaintiffs,
10 Gabriel Arias and Alberto Arias