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ELECTRONICALLY FILED

Superior Court of California
County of Sacramento

07/16/2026

By: M. Pipe Deputy

8 **SUPERIOR COURT OF CALIFORNIA**
9 **FOR THE COUNTY OF SACRAMENTO**

11 JACOB ARMIJO, individually and on behalf
12 of all other similarly situated employees,

13 Plaintiff,

14 vs.

15 RH SAC, INC., a California Corporation;
16 RH ORANGE, INC., a California Corporation;
17 RH SAND, INC., a California Corporation;
18 RH BAS, INC., a California Corporation;
19 RH LAS, INC., a California Corporation;
20 RH LAN, INC., a California Corporation;
21 RH OAK, INC., a California Corporation;
22 GENERAL DRAINWORKS, INC., a
23 California Corporation; VELAVI HEATING
24 AND COOLING, INC., a California
25 Corporation; TEN A BLUE, INC., a California
26 Corporation; PLUMBER HERO, INC., a
27 Nevada Corporation; JOHN AKHOIAN, an
28 individual; ALDO NAVARRO, an individual;
and DOES 1 to 100, inclusive,

Defendants.

Case No. 26CV009234

CLASS ACTION

**FIRST AMENDED COMPLAINT FOR
DAMAGES:**

1. **Failure to Pay Overtime Wages**
2. **Failure to Pay Minimum Wages**
3. **Meal Period Violations**
4. **Rest Period Violations**
5. **Wage Statement Violations**
6. **Waiting Time Penalties**
7. **Untimely Payment of Wages**
8. **Unfair Competition**
9. **Private Attorneys General Act**

DEMAND FOR JURY TRIAL

1 Plaintiff JACOB ARMIJO (“Plaintiff”), on behalf of himself and all other similarly situated
2 employees, hereby files this Complaint against Defendants RH SAC, INC., a California Corporation;
3 RH ORANGE, INC., a California Corporation; RH SAND, INC., a California Corporation; RH BAS,
4 INC., a California Corporation; RH LAS, INC., a California Corporation; RH LAN, INC., a California
5 Corporation; RH OAK, INC., a California Corporation; GENERAL DRAINWORKS, INC., a California
6 Corporation; VELAVI HEATING AND COOLING, INC., a California Corporation; TEN A BLUE,
7 INC., a California Corporation; PLUMBER HERO, INC., a Nevada Corporation; JOHN AKHOIAN, an
8 individual; ALDO NAVARRO, an individual; and DOES 1 to 100, inclusive (hereinafter all collectively
9 referred to as “Defendants”). On information and belief, Plaintiff alleges the following:

10 **INTRODUCTION**

11 1. This is a class action and Private Attorneys General Act (“PAGA”) lawsuit brought by
12 Plaintiff for 1) Failure to Pay Overtime Wages, 2) Failure to Pay Minimum Wages, 3) Meal Period
13 Violations, 4) Rest Period Violations, 5) Wage Statement Violations, 6) Waiting Time Penalties, 7)
14 Untimely Payment of Wages, and 8) Unfair Competition.

15 **JURISDICTION AND VENUE**

16 2. The Sacramento County Superior Court has jurisdiction in this matter pursuant to
17 California Code of Civil Procedure section 410.10 to determine alleged violations of the California
18 Labor Code, California Business and Professions Code, and Wage Order No. 16.

19 3. Venue is proper pursuant to Civil Procedure Code §§ 395(a), 395.2, and 395.5, in that
20 Defendants either reside in Sacramento County and/or some of the wrongful acts and violations of law
21 asserted herein occurred within Sacramento County. As such, Defendants’ obligation to pay wages
22 arose in Sacramento County pursuant to *Madera Police Officers Assn. v. City of Madera*, 36 Cal.3d 403,
23 414 (1984).

24 4. Plaintiff has sought permission pursuant to California Labor Code section 2699 *et seq.* to
25 pursue the claims set forth in this Complaint against Defendants as a Private Attorney General on behalf
26 of himself and other similarly situated employees. Pursuant to California Labor Code section 2699.3,
27 Plaintiff gave written notice via online submission to the Labor and Workforce Development Agency
28 (“LWDA”) on approximately April 10, 2026. Plaintiff provided the facts and legal bases asserted in this

1 Complaint, including identifying the specific Labor Code sections at issue, within the notice to the
2 LWDA on all violations asserted under the Private Attorneys General Act cause of action. Plaintiff also
3 submitted the \$75.00 filing fee. The April 10, 2026, notice was also sent via certified mail to
4 Defendants on the same day. To date, the LWDA has not provided any response to Plaintiff's notice
5 correspondence. Accordingly, Plaintiff has exhausted all administrative remedies pursuant to the Private
6 Attorneys General Act ("PAGA") and may bring this action on behalf of himself and all similarly
7 situated employees, *i.e.* Aggrieved Employees. *See* Cal. Lab. Code § 2699.3(a)(2)(A), (c)(3); *Caliber*
8 *Bodyworks, Inc., v. Sup. Ct.*, 134 Cal. App. 4th 365, 383 n.18, 385 n.19 (2005). Aggrieved Employees
9 include, but is not limited to the following: all non-exempt employees who have worked, or continue to
10 work, for Defendants in California at any time from one (1) year prior to the filing of this notice to the
11 present and shall include any employees who were paid, either in whole or in part, commissions,
12 bonuses, or other similar non-discretionary remuneration.

13 **PARTIES**

14 5. JACOB ARMIJO is an individual over the age of eighteen (18) and is a resident of the
15 State of California.

16 6. On information and belief, Plaintiff alleges RH SAC, INC., is now and/or at all times
17 mentioned in this Complaint was a California Corporation and the owner and operator of an industry,
18 business and/or facility doing business in the State of California.

19 7. On information and belief, Plaintiff alleges RH ORANGE, INC., is now and/or at all
20 times mentioned in this Complaint was a California Corporation and the owner and operator of an
21 industry, business and/or facility doing business in the State of California.

22 8. On information and belief, Plaintiff alleges, RH SAND, INC., is now and/or at all times
23 mentioned in this Complaint was a California Corporation and the owner and operator of an industry,
24 business and/or facility doing business in the State of California.

25 9. On information and belief, Plaintiff alleges, RH BAS, INC., is now and/or at all times
26 mentioned in this Complaint was a California Corporation and the owner and operator of an industry,
27 business and/or facility doing business in the State of California.
28

1 10. On information and belief, Plaintiff alleges RH LAS, INC., is now and/or at all times
2 mentioned in this Complaint was a California Corporation and the owner and operator of an industry,
3 business and/or facility doing business in the State of California.

4 11. On information and belief, Plaintiff alleges RH LAN, INC., is now and/or at all times
5 mentioned in this Complaint was a California Corporation and the owner and operator of an industry,
6 business and/or facility doing business in the State of California.

7 12. On information and belief, Plaintiff alleges, RH OAK, INC., is now and/or at all times
8 mentioned in this Complaint was a California Corporation and the owner and operator of an industry,
9 business and/or facility doing business in the State of California.

10 13. On information and belief, Plaintiff alleges GENERAL DRAINWORKS, INC., is now
11 and/or at all times mentioned in this Complaint was a California Corporation and the owner and operator
12 of an industry, business and/or facility doing business in the State of California.

13 14. On information and belief, Plaintiff alleges VELAVI HEATING AND COOLING, INC.,
14 is now and/or at all times mentioned in this Complaint was a California Corporation and the owner and
15 operator of an industry, business and/or facility doing business in the State of California.

16 15. On information and belief, Plaintiff alleges TEN A BLUE, INC., is now and/or at all
17 times mentioned in this Complaint was a California Corporation and the owner and operator of an
18 industry, business and/or facility doing business in the State of California.

19 16. On information and belief, Plaintiff alleges PLUMBER HERO, INC., is now and/or at all
20 times mentioned in this Complaint was a Nevada Corporation with its principal place of business being
21 designated within California and the owner and operator of an industry, business and/or facility doing
22 business in the State of California.

23 17. Plaintiff is informed and believes, and thereupon alleges that JOHN AKHOIAN, is an
24 individual over the age of eighteen (18) and is a resident of the State of California. Plaintiff further
25 alleges that JOHN AKHOIAN is an owner, director, officer, and/or managing agent of above-named
26 entity Defendants responsible for causing the violations outlined in the First through Sixth causes of
27 action. As such JOHN AKHOIAN is individually liable pursuant to California Labor Code section
28 558.1.

18. Plaintiff is informed and believes, and thereupon alleges that ALDO NAVARRO, is an individual over the age of eighteen (18) and is a resident of the State of California. Plaintiff further alleges that ALDO NAVARRO is an owner, director, officer, and/or managing agent of above-named entity Defendants responsible for causing the violations outlined in the First through Sixth causes of action. As such ALDO NAVARRO is individually liable pursuant to California Labor Code section 558.1.

19. Defendants DOES 1 through 100 are affiliates, subsidiaries and related entities and the alter egos of each of the other Defendants named herein, corporate or otherwise, who participated in and are liable for the actions herein alleged. Plaintiff will seek to amend this Complaint to allege the true names and capacities of these DOE Defendants when they are ascertained.

20. At all times mentioned herein, each of Defendants was the agent or employee of each of the other Defendants and was acting within the course and scope of such agency or employment. The Defendants are jointly and severally liable to Plaintiff and similarly situated employees.

21. Defendants, and each of them, are now and/or at all times mentioned in this Complaint were members of and/or engaged in a joint employment, joint venture, partnership and common enterprise, and were acting within the course and scope of, and in pursuance of said joint employment, joint venture, partnership and common enterprise.

22. Defendants, and each of them, now and/or at all times mentioned in this Complaint approved, ratified, acquiesced, aided or abetted the acts and omissions alleged in this Complaint.

23. Defendants proximately caused Plaintiff and similarly situated employees to be subjected to the unlawful practices, wrongs, complaints, injuries and/or damages alleged in this Complaint.

CLASS ALLEGATIONS

24. Plaintiff brings the First through Eighth Causes of Action on behalf of himself and all others similarly situated as a class action pursuant to California Code of Civil Procedure section 382. The class which Plaintiff seeks to represent is composed of, and defined, as follows:

All non-exempt employees who worked or continue to work for Defendants in California at any time between four (4) years prior to the filing of this Complaint to the present and shall include any employees who were paid, either in whole or in part, commissions, bonuses, or other similar non-discretionary remuneration.

1 25. This action has been brought and may be properly maintained as a class action, pursuant
2 to the provision of California Code of Civil Procedure section 382, because there is a well-defined
3 community of interests in the litigation and the proposed class is easily ascertainable.

4 (a) Numerosity: The putative class is so numerous that the individual joinder of all members
5 is impracticable under the circumstances of this case. While the exact number of class
6 members is unknown to Plaintiff at this time, Plaintiff is informed and believes that
7 Defendants have employed as many as one hundred (100) individuals falling within the
8 above stated class definition throughout the State of California during the applicable
9 statute of limitations, who were subjected to the policies and practices outlined in this
10 Complaint. As such, joinder of all members of the putative class is not practicable.

11 (b) Common Questions Predominate: Common questions of law and fact exist as to all
12 members of the putative class and predominate over questions that affect only individual
13 members of the class. These common questions of law and fact include, without
14 limitation, the following:

- 15 (1) Whether, as a result of Defendants' policies and practices, Plaintiff and putative
16 class members were not paid all overtime wages owed;
- 17 (2) Whether Defendants paid Plaintiff and putative class members for all hours
18 worked;
- 19 (3) Whether Defendants engaged in unlawful pay reductions;
- 20 (4) Whether Defendants failed to calculate the regular rate of pay when making
21 premium wage payments;
- 22 (5) Whether Defendants failed to pay meal and rest period premiums for meal and
23 rest period violations;
- 24 (6) Whether as a result of Defendants' policies and practices Plaintiff's and putative
25 class members received all wages, due and owing, at the time of their termination
26 or separation; and
- 27 (7) Whether Defendants provided Plaintiff and putative class members with wage
28 statements that complied with Labor Code section 226.

- 1 (c) Typicality: Plaintiff's claims are typical of the claims of the members of the putative
2 class. The putative class also sustained damages arising out of Defendants' common
3 course of conduct in violation of the law as complained of herein Plaintiff and all
4 members of the putative class were non-exempt employees who were not paid all
5 minimum wages owed, overtime wages owed, meal and rest period premiums, as a result
6 of Defendants' policies and practices resulting in inaccurate wage statements that did not
7 itemize accurate minimum wages, overtime wages, meal and rest period premiums, and
8 sick leave wages owed. The wage statements did not itemize total hours worked or the
9 hours worked at each applicable hourly rate in effect for each pay period. Defendants
10 issued Plaintiff and all members of the putative class wage statements that did not comply
11 with Labor Code section 226. As a result, Plaintiff and each member of the putative class
12 will have suffered the same type of harm and seek the same type of recovery based on the
13 same legal theories.
- 14 (d) Adequacy: Plaintiff will fairly and adequately protect the interests of the members of the
15 putative class. For all relevant times, Plaintiff resided in California and worked for
16 Defendants in California. Moreover, Plaintiff is an adequate representative of the
17 putative class as Plaintiff has no interests that are adverse to those of putative class
18 members. Additionally, Plaintiff has retained counsel who has substantial experience in
19 complex civil litigation and wage and hour matters.
- 20 (e) Superiority: A class action is superior to other available means for the fair and efficient
21 adjudication of the controversy since individual joinder of all members of the putative
22 class is impracticable. Class action treatment will permit a larger number of similarly
23 situated persons to prosecute their common claims in a single forum simultaneously,
24 efficiently, and without the unnecessary duplication of effort and expense that numerous
25 individual actions would engender. Further, as damages suffered by each individual
26 member of the class may be relatively small, the expenses and burden of the individual
27 litigation would make it difficult or impossible for individual members of the class to
28 redress the wrongs done to them, and an important public interest will be served by

1 addressing the matter as a class action. The cost to the court system of adjudication of
2 such individualized litigation would be substantial. Individualized litigation would also
3 present the potential for inconsistent or contradictory judgments.

4 26. Plaintiff is unaware of any difficulties that are likely to be encountered in the
5 management of this action that would preclude its maintenance as a class action.

6 **GENERAL ALLEGATIONS**

7 27. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 26 as though fully
8 set forth herein.

9 28. Plaintiff began employment with Defendants in approximately February 2024 as a non-
10 exempt employee. Defendants operate a business providing plumbing, drain, and related home repair,
11 maintenance, and construction services throughout California. Defendants controlled the hours,
12 schedule, and locations that Plaintiff and similarly situated employees were to work at, scheduling and
13 dispatching them to worksites on a daily basis.

14 29. Plaintiff and similarly situated employees performed installations and maintenance for
15 Defendants' customers. This work included reviewing and diagnosing issues needing repairs based on
16 information customers provided to Defendants and on-site evaluations performed by Plaintiff and
17 similarly situated employees. However, the majority of the time working by Plaintiff and similarly
18 situated employees was spent actually performing installs and servicing/repairing plumbing issues.
19 Plaintiff and similarly situated employees regularly traveled to jobsites in California. Plaintiff regularly
20 traveled to these jobsites between Stockton and Yuba City, including many jobsites within Sacramento
21 County.

22 30. Defendants do business as and hold themselves out to the public as a single entity, Rooter
23 Hero. Defendants share common ownership, management, officers, and operational control. For
24 example, John Akhoian and Aldo Navarro serve as officers and/or directors across multiple entities and
25 engage in management and control of Defendants, appearing and speaking at company sales and policy
26 meetings wherein employees and supervisors from all Defendants attend. Defendants use the same
27 employee handbook, mailing address, and utilize common wage and hour policies, payroll practices,
28 human resources personnel. Defendants also perform work under the same contractor's license and

1 transfer employees and managers between each other as needed to fill job openings, for disciplinary
2 transfers, or promoting individuals. Accordingly, all Defendants function as joint employers and/or an
3 integrated enterprise with respect to Plaintiff and similarly situated employees.

4 31. Plaintiff and similarly situated employees were paid commissions and/or bonuses as part
5 of their compensation. In many instances, Plaintiff and similarly situated employees were compensated
6 primarily, sometimes exclusively, through commissions and bonuses. Plaintiff and similarly situated
7 employees routinely worked over eight (8) hours per day and over forty (40) hours per week. However,
8 Defendants failed to account for the value of commissions and bonuses when calculating the regular rate
9 of pay for premium wage payments, including overtime, meal and rest period premiums, and sick leave
10 wages. On many occasions, Defendants simply did not pay any overtime at all, failing to even track
11 hours worked. For example, in those weekly pay periods where Plaintiff and similarly situated
12 employees were solely paid via commission and/or bonuses, they failed to receive any compensation for
13 time spent performing tasks that did not contribute towards, or trigger, payment under the commission
14 structure, *e.g.* drive time, company meetings, jobs that did not generate enough revenue to qualify for
15 any commission, etc. Similarly, where customers failed to appear for any appointments or Defendants
16 failed to collect payment for the appointment/service, Plaintiff would not be paid for that time as it
17 would not contribute towards, or trigger, payment under the commission structure.

18 32. Defendants further maintained an unlawful on-call compensation policy. Plaintiff and
19 similarly situated employees were assigned on-call shifts approximately once per week. During these
20 on-call periods, employees were required to remain available to respond to service calls and
21 emergencies. However, Defendants did not compensate employees for on-call time unless the employee
22 physically traveled to a customer location and the customer agreed to have the work performed.
23 Plaintiff was not paid for time spent waiting, being available, or traveling in connection with on-call
24 assignments, including instances where Plaintiff drove to and from customer locations without the
25 customer agreeing to work being performed. This policy resulted in additional unpaid wages, including
26 unpaid minimum wages and overtime.

27 33. Defendants' timekeeping and payroll practices were inconsistent and unlawful.
28 Defendants did not maintain accurate time records and did not require timecards under the commission

1 system. During pay periods in which Plaintiff's compensation included hourly pay, Plaintiff was
2 instructed by management to input specific time entries determined by Defendants rather than recording
3 actual hours worked. As a result, Defendants intentionally failed to maintain accurate records of hours
4 worked as required by law.

5 34. Defendants failed to provide legally compliant meal and rest periods to Plaintiff and
6 similarly situated employees. Plaintiff's duties required traveling between multiple customer
7 appointments each day, with schedules controlled by Defendants' dispatching system. Due to workload,
8 travel demands, scheduling pressures, and Defendants' commission-based compensation structures,
9 Plaintiff and similarly situated employees were frequently unable to take uninterrupted, duty-free meal
10 periods or compliant rest breaks. Meal periods were often taken late, shortened, interrupted, or missed
11 entirely. Similarly, rest periods were regularly not authorized or permitted for every four (4) hours
12 worked or major fraction thereof. During those pay period where Plaintiff and similarly situated
13 employees were compensated wholly by commission and/or bonuses, the rest periods were entirely
14 unpaid as Defendants made no separate compensation for them. Defendants did not maintain accurate
15 records of meal periods and did not pay all required meal and rest period premiums owed.

16 35. Defendants failed to provide Plaintiff and similarly situated employees with all earned
17 sick leave and sick leave wages. Defendants' failure to record and compensate all hours worked,
18 including off-the-clock work and unpaid drive time, resulted in employees accruing less paid sick leave
19 than required by law. Additionally, Plaintiff experienced instances where sick time was requested or
20 taken but not paid, and Defendants failed to correct such underpayments.

21 36. Defendants maintained unlawful wage deduction and chargeback practices. Under the
22 commission/bonus structure, a production bonus was calculated per job at the rate of 29% of revenue
23 generated less any charge backs for that job. Contrary to the provisions stating charge backs would only
24 be applied to the job they occurred on, on those occasions where a job resulted in negative revenue due
25 to charge backs, Defendants carried over that negative balance to other jobs performed by Plaintiff and
26 similarly situated employees. This resulted in unlawfully reducing commissions/bonuses earned by
27 Plaintiff and similarly situated employees in contravention of the commission/bonus structure's express
28 wording. Plaintiff and similarly situated employees also discovered that, at times, Defendants reduced

1 the payment percentage to twenty-five percent (25%) without any prior notice or actual amendment to
2 the commission/bonus pay structure. Defendants also regularly imposed charge backs against Plaintiff's
3 and similarly situated employees' wages, sometimes months after a job was completed, and often
4 without explanation or itemization. These chargebacks significantly reduced employees' earnings and
5 left Plaintiff and similarly situated employees unable to reasonably predict or track compensation. On
6 several occasions, the charge backs were due to reductions Defendants retroactively applied to customer
7 invoices for reasons wholly unrelated to Plaintiff's or similarly situated employees' work performance.
8 Defendants' representatives informed Plaintiff and similarly situated employees that such chargebacks
9 occurred "randomly", and Defendants did not provide documentation identifying the basis for the
10 deductions.

11 37. Defendants failed to provide accurate, itemized wage statements to Plaintiff and similarly
12 situated employees. The wage statements issued by Defendants did not accurately reflect all hours
13 worked, applicable rates of pay, earned wages, lawful commission calculations, sick leave accruals and
14 wages owed, or the basis for deductions and chargebacks. As a result of Defendants' policies and
15 practices, wage statements were inaccurate and noncompliant.

16 38. To date, Defendants have failed to pay Plaintiff and similarly situated employees all
17 minimum wages, overtime wages, compensation for all hours worked, meal and rest period premiums,
18 sick leave wages, and other wages due under California law.

19 39. Defendant Plumber Hero, Inc. identified Defendant John Akhoian in its filings with the
20 California Secretary of State as its Chief Executive Officer, Chief Financial Officer, and Secretary.
21 Plaintiff is informed and believes that John Akhoian was responsible for creating and electing to
22 implement Defendants' payroll and compensation policies and practices or that John Akhoian was aware
23 of such policies and practices and ratified them. Upon information and belief, Plaintiff further alleges
24 that John Akhoian actively participates in managing and overseeing the operations of all Defendants.

25 40. All Defendants, with the exception of Plumber Hero, Inc., identified Defendant Aldo
26 Navarro in their filings with the California Secretary of State as their Chief Executive Officer. Plaintiff
27 is informed and believes that Aldo Navarro was responsible for creating and electing to implement
28

1 Defendants' payroll and compensation policies and practices or that Aldo Navarro was aware of such
2 policies and practices and ratified them.

3 **CAUSES OF ACTION**

4 **FIRST CAUSE OF ACTION**
5 **FAILURE TO PAY OVERTIME WAGES**
6 **(As to all Defendants)**

7 41. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 40 as though fully
8 set forth herein.

9 42. During the period Plaintiff was employed by Defendants, Defendants were required to
10 compensate Plaintiff at one and one-half (1½) times the regular rate of pay for hours worked in excess of
11 eight (8) hours per day and/or forty (40) hours per week, and two (2) times the regular rate of pay for
12 hours worked in excess of twelve (12) hours per day. *See, e.g., IWC Wage Order No. 16, section*
13 *(3)(A); Cal. Lab. Code §§ 510, 1194.*

14 43. Plaintiff and similarly situated employees worked in excess of eight (8) hours per day
15 and/or forty (40) hours per week on several occasions while employed by Defendants. However,
16 Defendants failed to compensate Plaintiff and similarly situated employees for all overtime hours
17 worked at their regular rate of pay.

18 44. Plaintiff and similarly situated employees were not exempt from overtime protections
19 employees under the California Wage Orders and Labor Code. Although labeled as commissions, the
20 payments to Plaintiff and similarly situated employees did not qualify as commissions under California
21 law. First, there is no commission exemption under Wage Order 16. Second, Plaintiff and similarly
22 situated employees were not engaged in sales. *See Keyes Motors v. Div. of Labor Standards Enf't*, 197
23 Cal.App.3d 557, 563-64 (1987) ("Keyes portrays its mechanics as an integral part of the sales force
24 because their special knowledge, allowing them to diagnose needed repairs, makes them essential to the
25 sale of both parts and service. It may be true that parts and labor are ultimately sold because mechanics
26 diagnose the need for additional repairs. However, this diagnosis and recommendation is no more
27 "salesmanship" than a plumber's diagnosis and recommendation that an additional pipe is needed to
28 make a repair. Put simply, a mechanic performs labor, not sales"). Third, Plaintiff and similarly situated
employees' commission earnings failed to exceed 1.5x the minimum wage multiple time yet there was

no tracking hours worked or overtime payments. Plaintiff and similarly situated employees were also not engaged in outside sales as their hours, schedule, and exact working locations were controlled and set by Defendants. *See Espinoza v. Warehouse Demo Servs., Inc.*, 86 Cal.App.5th 1184, 1193 (2022).

45. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

SECOND CAUSE OF ACTION
FAILURE TO PAY MINIMUM WAGES
(As to all Defendants)

46. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 45 as though fully set forth herein.

47. For the period preceding the filing of this Complaint, Defendants were required to compensate Plaintiff and similarly situated employees with at least California's applicable minimum for every hour worked. *See IWC Wage Order*, No. 16, section 4(A); Cal. Lab. Code § 1194.

48. Plaintiff was not exempt from the State's Minimum Wage Order. Defendants were aware of their obligation to pay the minimum wage for each hour worked but failed to do so. Additionally, Defendants commission/bonus structure failed to provide any compensation for time spent on rest periods. As such, that time was wholly unpaid pursuant to *Vaquero v. Stoneledge Furniture LLC*, 9 Cal.App.5th 98 (2017).

49. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

THIRD CAUSE OF ACTION
MEAL PERIOD VIOLATIONS
(As to all Defendants)

50. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 49 as though fully set forth herein.

51. An employer must provide an employee a meal period in accordance with the applicable Wage Order, and California Labor Code sections 226.7 and 512.

52. California Labor Code sections 226.7 and 512 and IWC Wage Order No. 16, section 11(A) require an employer to provide an uninterrupted meal period of not less than thirty (30) minutes for each work period of more than five (5) hours.

53. California Labor Code section 512 and Wage Order No. 16 section 11(B) further provide that employers may not employ employees for a work period for more than ten (10) hours per day without providing the employee with a second meal period of at least thirty (30) minutes. However, if the total hours worked is no more than twelve (12) hours, the second meal period may be waived so long as there was no waiver as to the first meal period. Employees are entitled to one (1) hour of pay at their regular rate of compensation for each meal period not provided.

54. Defendants employed Plaintiff and similarly situated employees for periods of more than five (5) hours without providing meal breaks of at least thirty (30) minutes or a second meal period of at least thirty (30) minutes when Plaintiff and similarly situated employees worked more than ten (10) hours in a day. Defendants also failed to allow Plaintiff and similarly situated employees to take their first meal period before the completion of their fifth hour of work and failed to allow Plaintiff and similarly situated employees to take their second meal period before the completion of their tenth hour of work. Plaintiff and similarly situated employees did not waive their rights to all meal periods throughout their employment.

55. Defendants further failed to pay Plaintiff and similarly situated employees the applicable meal period premiums for any such missed meal breaks.

56. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

FOURTH CAUSE OF ACTION
REST PERIOD VIOLATIONS
(As to all Defendants)

57. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 56 as though fully set forth herein.

58. An employer must provide an employee a rest period in accordance with the applicable Wage Order and California Labor Code section 226.7.

1 *the place of employment or at a central location within the State of*
2 *California.*

3 65. Plaintiff alleges that Defendants intentionally and knowingly failed to provide an
4 itemized statement or failed to provide an accurate and complete itemized statement showing the
5 requirements set forth in California Labor Code section 226(a). Specifically, Defendants did not
6 accurately itemize all applicable hourly rates in effect during the pay period, all regular, overtime and
7 double time hours worked and corresponding rates of pay, and gross and net wages earned. The
8 paystubs also did not accurately itemize Plaintiff's and similarly situated employees' total hours worked
9 due to Defendants' policies including but not limited to policies regarding on-call employees and
10 uncompensated drive-time that resulted in off-the-clock work. Plaintiff and similarly situated
11 employees were not able to promptly and easily determine their total hours worked from their paystubs
12 alone. Additionally, Plaintiff and similarly situated employees suffered confusion over whether they
13 received all wages owed due to unilateral deductions by Defendants and were thereby prevented from
14 effectively challenging information on their wage statements.

15 66. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees
16 have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to
17 the extent pertinent as if set forth here in full.

18 **SIXTH CAUSE OF ACTION**
19 **WAITING TIME PENALTIES**
20 **(As to all Defendants)**

21 67. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 66 as though fully
22 set forth herein.

23 68. An employer must pay an employee who is terminated all unpaid wages immediately
24 upon termination. *See* Cal. Lab. Code § 201.

25 69. An employer must pay an employee who resigns all unpaid wages within seventy-two
26 (72) hours of their resignation. *See* Cal. Lab. Code § 202.

27 70. Plaintiff and similarly situated employees did not receive all wages, including minimum
28 and overtime wages, meal and rest period premiums, or all sick leave pay owed at their termination or
within the required time after their separation from employment.

71. An employer who willfully fails to pay an employee wages in accordance with California Labor Code sections 201 and/or 202 must pay the employee a waiting time penalty of up to thirty (30) days. *See* Cal. Lab. Code § 203.

72. Defendants knew of their obligation to pay Plaintiff's and similarly situated employees' their final wages when their employment terminated. Indeed, Defendants had knowledge that Plaintiff and similarly situated employees were not paid all minimum wages, overtime wages, rest period premiums, and sick time given Defendant's policies related to commission-only pay and the absence of a valid method for recording hours worked. In addition, when Plaintiff and similarly situated employees did record hours worked, Defendants insisted they report false hours worked, to comply with the appearance of California law. Such conduct shows Defendants had knowledge of earned, but unpaid wages at the time of separation, yet Defendants still refused to pay the remaining wages owed.

73. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged and deprived of their wages and thereby seek their daily rate of pay multiplied by thirty (30) days for Defendants' failure to pay all wages due.

SEVENTH CAUSE OF ACTION
UNTIMELY PAYMENT OF WAGES
(As to all Defendants, Excepting JOHN AKHOIAN and ALDO NAVARRO)

74. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 73 as though fully set forth herein.

75. Labor Code section 204(a) provides that “all wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. As stated above, Defendants failed to comply with this provision by paying Plaintiff and similarly situated employees for wages earned between the 1st and 15th and between the 16th and last day of the month beyond the maximum time allowed under the statute.

76. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

EIGHTH CAUSE OF ACTION
UNFAIR COMPETITION
(As to all Defendants, Excepting JOHN AKHOIAN and ALDO NAVARRO)

77. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 76 as though fully set forth herein.

78. Unfair competition shall mean and include any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions Code. *See* California Business and Professions (“B&P”) Code § 17200.

79. Plaintiff and similarly situated employees were not paid all wages owed, including minimum and overtime wages, and meal and rest period premiums or paid sick leave, during their employment or any time thereafter. Moreover, through Defendants conduct Plaintiff and similarly situated employees were denied statutory protections regarding meal and rest periods.

80. Plaintiff further alleges that such actions and/or conduct constitute a violation of the California Unfair Competition Law (“UCL”) (Business and Professions Code 17200 *et seq.*) pursuant to *Cortez v. Purolator Air Filtration Products Co.*, 23 Cal. 4th 163 (2000).

81. As a direct and legal result of the Defendants' conduct, as alleged herein, pursuant to the UCL (including B&P Code §17203), Plaintiff and similarly situated employees are entitled to restitution, including, but not limited to, interest and penalties pursuant to Business & Professions Code sections 17203, 17208, violations of California Labor Code sections 226.7, 510, 512, and 1194 all in an amount as yet unascertained but subject to proof at trial, for four (4) years from the filing of this Action.

NINTH CAUSE OF ACTION
PRIVATE ATTORNEYS GENERAL ACT
(As to all Defendants)

82. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 81 as though fully set forth herein.

83. Plaintiff has alleged to the Labor Commissioner that Defendants have violated the following provisions of the Labor Code in their dealings with Plaintiff and other similarly situated current and former employees:

- Violation of Labor Code §§ 510, 1194; IWC Wage Order 16, § 3 (Failure to Pay Overtime Wages)
- Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order 16 § 4 (Failure to Pay Minimum Wages)
- Violation of Labor Code §§ 226.7, 512 and Wage Order No. 16, §§ 11(A) and 11(B) (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof)
- Violation of Labor Code § 226.7 and Wage Order No. 16, § 12(A) (Failure to Provide Rest Periods or Pay Premiums in Lieu Thereof)
- Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements)
- Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages)
- Violation of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of Work in Any Industrial Welfare Commission Order)
- Violation of Labor Code §§ 221, 223, 225 (Failure to Pay Contract Wages and Unlawful Deductions)
- Violation of Labor Code §§ 226.3, 1174 (Failure to Maintain Accurate Records)
- Violation of Labor Code §§ 246, 246.5, 248.5 (Failure to Provide Paid Sick Leave)
- Violation of Labor Code §§ 204, 210 (Untimely Payment of Wages)

84. Plaintiff seeks civil penalties against Defendants as provided in the California Labor Code, or, if no civil penalty is provided, default penalties pursuant to California Labor Code section 2699(f)(2).

85. Plaintiff seeks these civil penalties from Defendants pursuant to California Labor Code sections 2699(a) and 2699.3.

86. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

DAMAGES

WHEREFORE Plaintiff requests relief as follows:

1. A jury trial;
2. As to the First Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Interest for the wages due pursuant to California Labor Code section 1194;
 - c. For reasonable attorney's fees and costs incurred pursuant to California Labor Code section 1194;
3. As to the Second Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Interest for the wages due pursuant to California Labor Code section 1194;
 - c. For reasonable attorney's fees and costs incurred pursuant to California Labor Code section 1194;
 - d. Liquidated damages pursuant to California Labor Code section 1194.2;
4. As to the Third Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure section 1021.5;
5. As to the Fourth Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure section 1021.5;
6. As to the Fifth Cause of Action:
 - a. Penalties as provided for in Labor Code section 226, including the greater of all actual damages or fifty dollars (\$50.00) for the initial pay period in which the violation occurred and one hundred dollars (\$100.00) per employee for each violation in the subsequent pay periods, but not to exceed four thousand dollars (\$4,000.00);

- b. For reasonable attorney's fees and costs incurred pursuant to Labor Code section 226(e);

7. As to the Seventh Cause of Action:

- a. For any initial violations, \$100 for each failure to pay each employee;
- b. For each subsequent violation or any willful or intentional violations \$200 for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld;

8. As to the Ninth Cause of Action:

- a. For civil penalties as provided in the Labor Code for each enumerated violation;
- b. For those Labor Code sections where there is no civil penalty provided for their violation, the default penalty provided in Labor Code section 2699(f): for any initial violation, one hundred dollars (\$100) for each aggrieved employee per pay period; For any subsequent violation, two hundred dollars (\$200) for each aggrieved employee per pay period;
- c. Reasonable attorney's fees and costs pursuant to Labor Code section 2699;
- d. For any other remedies as allowed by law and/or deemed appropriate by the Court;

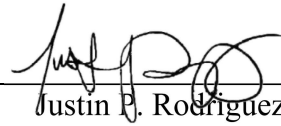
9. For such other and further relief as this Court may deem just and proper, including, but not limited to:

- a. Wages as proved at trial;
- b. Injunctive and Declaratory relief;
- c. Attorney's fees and costs as provided for by law; and
- d. Interest.

1 Dated: July 8, 2026

Shimoda & Rodriguez Law, PC

2
3 By:



Justin P. Rodriguez

Galen T. Shimoda

Austin D. Sork

Attorneys for Plaintiff

1 *Armijo v. RH SAC, Inc., et al*
2 *Sacramento County Superior Court, Case Number 26CV009234*

3 **PROOF OF SERVICE — CCP §§ 1010.6, 1013a and 2015.5**
4 **and California Rules of Court, Rule 1.21 and Rule 2.150**

5 I, Shaniya Baird, declare that:

6 I am a citizen of the United States and am over the age of eighteen years and not a party to
7 the within above-entitled action.

8 On July 16, 2026, I served the following documents on the party below:

9 • **FIRST AMENDED COMPLAINT FOR DAMAGES**

10 James Miller 6781 North Pal Avenue, Suite 102 Fresno, CA 93704 Telephone: (559) 540-7915 Facsimile: (559) 338-5657 Email: jdmiller@grsm.com borozco@grsm.com emaclean@grsm.com	11
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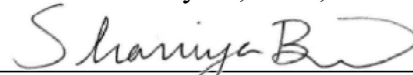
12 [] [By Mail] I am familiar with my employer's practice for the collection and
13 processing of correspondence for mailing with the United States Postal
14 Service and that each day's mail is deposited with the United States Postal
15 Service that same day in the ordinary course of business. On the date set
16 forth above, I served the aforementioned document(s) on the parties in
17 said action by placing a true copy thereof enclosed in a sealed envelope
18 with postage thereon fully prepaid, for collection and mailing on this date,
19 following ordinary business practices, at Salt Lake City, Utah, addressed
20 as set forth above.

21 [] [By Personal Service] By personally delivering a true copy thereof to the
22 office of the addressee above.

23 [XXX] [By Electronic Mail] I e-mailed the documents(s) to the person(s) shown
24 above. No error was reported by the e-mail service that I used.

25 [] [By Overnight Courier] By causing a true copy and/or original thereof to
26 be personally delivered via the following overnight courier service: UPS.

27 I declare under penalty of perjury under the laws of the State of California that the foregoing
28 is true and correct, and that this declaration was executed on July 16, 2026, at Salt Lake City, Utah.



Shaniya Baird