

Roman Shkodnik, Esq. (SBN 285152)
Amanda Fazio, Esq. (SBN 346350)
D.LAW, INC.
250 N Madison Ave., 2nd Floor
Pasadena, CA 91101
Tel.: (818) 962-6465 / Fax: (818) 962-6469
Emails: R.Shkodnik@d.law, A.Fazio@d.law

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County of Imperial
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Attorneys for Plaintiff ALBERT C. VASQUEZ,
on behalf of himself and others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF IMPERIAL**

ALBERT C. VASQUEZ, on behalf of himself
and others similarly situated,

Plaintiff,

vs.

FORMAN AUTOMOTIVE NI LLC dba
UNITED NISSAN IMPERIAL., a Nevada
limited liability company; FORMAN
AUTOMOTIVE, INC., a business entity of
unknown form; and DOES 1 through 50,
inclusive,

Defendants.

Case No. ECU004677

CLASS ACTION

Assigned for All Purposes To:
Hon. L. Brooks Anderholt
Dept.: 9

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

1. Failure to Pay Minimum Wages;
2. Failure to Pay Wages and Overtime Under Labor Code § 510;
3. Meal-Period Liability Under Labor Code § 226.7;
4. Rest-Break Liability Under Labor Code § 226.7;
5. Failure to Pay Vacation Wages;
6. Failure to Comply with Labor Code §§ 245 *et seq.* and 246;
7. Violation of Labor Code § 226(a);
8. Reimbursement of Necessary Expenditures Under Labor Code § 2802;
9. Penalties Pursuant to Labor Code § 203;
10. Failure to Comply with Labor Code § 2751; and
11. Violation of Business & Professions Code § 17200 *et seq.*
12. Penalties Pursuant to Labor Code § 2699, *et seq.*

DEMAND FOR JURY TRIAL

1 Plaintiff ALBERT C. VASQUEZ, (hereinafter “Plaintiff”) on behalf of himself and all
2 others similarly situated (collectively, “Employees”; individually, “Employee”) complains of
3 Defendants, and each of them, as follows:

4 INTRODUCTION

5 1. Plaintiff brings this action on behalf of himself and all current and former Employees
6 within the State of California who, at any time four (4) years prior to the filing of this lawsuit, are
7 or were employed as non-exempt, hourly employees by FORMAN AUTOMOTIVE NI LLC dba
8 UNITED NISSAN IMPERIAL, a Nevada limited liability company; FORMAN AUTOMOTIVE,
9 INC., a business entity of unknow form; and DOES 1 through 50 (all defendants being collectively
10 referred to herein as “Defendants”). Plaintiff alleges that Defendants, and each of them, violated
11 various provisions of the California Labor Code, relevant orders of the Industrial Welfare
12 Commission (IWC) and California Business & Professions Code, and seeks redress, therefore.

13 2. Plaintiff is a resident of California and during the time period relevant to this
14 Complaint was employed by Defendants as a non-exempt hourly employee within the State of
15 California at Defendants’ facilities and offices in California. Plaintiff and the other Class members
16 worked for Defendants in Imperial County, and in other nonexempt positions, throughout
17 California, and consistently worked at Defendants’ behest without being paid all wages due. More
18 specifically, Plaintiff and the other similarly situated Class members were employed by Defendants
19 and worked at Defendants’ offices and other facilities where the conduct giving rise to the
20 allegations in this Class Action Complaint occurred. Upon information and belief, Plaintiff was
21 employed by Defendants and (1) shared similar job duties and responsibilities, (2) was subjected to
22 the same policies and practices, and (3) endured similar violations at the hands of Defendants as the
23 other Employee Class members who served in similar and related positions.

24 3. Defendants required Plaintiff and the Employees in the Class to perform work off
25 the clock and failed to record accurate time worked by these Employees, failed to pay all wages due
26 and owing at termination or resignation, and provided Plaintiff and Class members with inaccurate
27 wage statements that prevented them from learning of these unlawful pay practices. Defendants also
28 failed to provide Plaintiff and the Class with lawful meal and rest periods, as employees were not

1 provided with the opportunity to take timely, uninterrupted, and duty-free meal and rest periods as
2 required by the Labor Code.

3 THE PARTIES

4 A. The Plaintiff

5 4. Plaintiff ALBERT C. VASQUEZ has resided in California and during the time
6 period relevant to this Complaint was employed by Defendants as a non-exempt hourly employee
7 within the State of California.

8 B. The Defendants

9 5. Defendant FORMAN AUTOMOTIVE NI LLC dba UNITED NISSAN IMPERIAL
10 is a Nevada limited liability company with its principle executive offices in Las Vegas, Nevada and
11 has been listed as the employer on the paystubs issued to Plaintiff and employee handbook during
12 the relevant time period. FORMAN AUTOMOTIVE NI LLC dba UNITED NISSAN IMPERIAL
13 does not list a California address with the California Secretary of State; however, upon information
14 and belief, employs Class members in Imperial County, including by providing Defendants' services
15 at customer residences in Imperial County, California, and throughout California and conducts
16 business throughout California.

17 6. Defendant FORMAN AUTOMOTIVE, INC. is a business entity of unknown form
18 with its principle executive offices in Imperial County, California, and has been listed as the
19 employer on the salary agreement issued to Plaintiff during the relevant time period. FORMAN
20 AUTOMOTIVE, INC. does not list a California address with the California Secretary of State, but
21 upon information and belief, employs Plaintiff and the Class Members in California, including at
22 Defendants' offices and facilities in Imperial, California, and throughout California.

23 7. The true names and capacities, whether individual, corporate, associate, or whatever
24 else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently unknown to
25 Plaintiff, who therefore sues these Defendants by such fictitious names under Code of Civil
26 Procedure § 474. Plaintiff is informed and believes and thereon alleges that Defendants designated
27 herein as Does 1 through 50, inclusive, and each of them, are legally responsible in some manner
28 for the unlawful acts referred to herein.

8. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants designated herein as Does 1 through 50 when their identities become known.

9. Plaintiff is informed and believes and thereon alleges that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, that Defendants carried out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of each Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in all respects as the employers or joint employers of Employees. Defendants, and each of them, exercised control over the wages, hours or working conditions of Employees, or suffered or permitted Employees to work, or engaged, thereby creating a common law employment relationship, with Employees. Therefore, Defendants, and each of them, employed or jointly employed Employees.

JURISDICTION AND VENUE

10. This Court has jurisdiction over this Action pursuant to California Code of Civil Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought as a Class Action on behalf of similarly situated Employees of Defendants pursuant to California Code of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district pursuant to California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the obligations and liabilities giving rise to this lawsuit occurred at least in part in Imperial County and Defendants employees provide Defendants' services at customer residences in Imperial County and employ Plaintiff and other Class members in Imperial County and throughout California.

FACTUAL BACKGROUND

11. The Employees who comprise the Class and Collective, including Plaintiff, are nonexempt employees pursuant to the applicable Wage Order of the IWC. Defendants hire Employees who work in nonexempt positions at the direction of Defendants in the State of California. Plaintiff and the Class members were either not paid by Defendants for all hours worked or were not paid at the appropriate minimum, regular and overtime rates. Specifically, Plaintiff and Employees were not paid for all the overtime hours they worked, including time spent working (1) pre -shift by moving product dropped off by suppliers away from the door to clear a safe walkway;

1 (2) post-shift by grabbing parts for mechanics; (3) post-shift by getting called back to work after
2 having clocked out and finishing tasks; (4) off the clock by answering phone calls or text messages
3 from supervisors or mechanics and (5) while clocked out for meal breaks. Plaintiff also contends
4 that Defendants failed to pay Plaintiff and the Class members all wages due and owing and failed
5 to provide meal and rest breaks, all in violation of various provisions of the California Labor Code
6 and applicable Wage Orders. Additionally, Defendants paid Plaintiff and Employees
7 nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses.
8 However, upon information and belief, Defendants failed to incorporate all remunerations, including
9 nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses,
10 into the calculation of the regular rate of pay for purposes of calculating the overtime wage rate.
11 Therefore, during times when Plaintiff and Employees worked overtime and received
12 nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses,
13 Defendants failed to pay all overtime wages by paying a lower overtime rate than required. Lastly,
14 Defendants failed to incorporate the prevailing wage rate into the regular rate of pay used to calculate
15 and pay for overtime and double time pay.

16 12. From at least four (4) years prior to the filing of this lawsuit and continuing to the
17 present, Defendants paid Plaintiff and Employees nondiscretionary commissions, incentive pay,
18 shift differentials, and/or nondiscretionary bonuses. However, upon information and belief,
19 Defendants failed to incorporate all remunerations, including nondiscretionary commissions,
20 incentive pay, shift differentials, and/or nondiscretionary bonuses, into the calculation of the regular
21 rate of pay for purposes of calculating sick pay. Additionally, Defendants failed to incorporate the
22 prevailing wage rate into the regular rate of pay used to calculate sick pay. Therefore, during times
23 when Plaintiff and Employees worked overtime and received nondiscretionary commissions,
24 incentive pay, shift differentials, nondiscretionary bonuses, and/or prevailing wages, Defendants
25 failed to pay all sick pay by paying a lower overtime rate than required.

26 13. From at least four (4) years prior to the filing of this lawsuit and continuing to the
27 present, Defendants failed to pay Plaintiff and Employees all vested vacation wages at the time of
28 termination.

1 14. During the course of Plaintiff and the Class members' employment with
2 Defendants, they were not paid all wages they were owed, including for all work performed and
3 for all overtime hours worked and were forced to work during their meal and rest breaks

4 15. As a matter of Company practice and culture, Plaintiff and the Class members were
5 required to work during their meal breaks which were not compensated by Defendants in violation
6 of the California Labor Code. Plaintiff and the Class members were also not paid regular wages
7 and overtime for the time they were required to comply with other requirements imposed upon
8 them, which they had to complete while working through their meal breaks and without
9 compensation. As a result Plaintiff and the Class members worked shifts over eight (8) hours in a
10 day and over forty (40) hours in a work week, but they were not paid at the appropriate overtime
11 rate for all such hours, including by being required to perform work duties and tasks without pay
12 and while off-the-clock which caused overtime to begin accruing before it did in Defendants'
13 timekeeping and payroll systems. As a result, Plaintiff and the Class members worked substantial
14 overtime hours during their employment with Defendants for which they were not compensated, in
15 violation of the California Labor Code, applicable IWC Wage Orders.

16 16. As a result of the above described daily work demands and pressures to work
17 through breaks, and the other wage violations they endured at Defendants' hands, Plaintiff and the
18 Class members were not properly paid for all wages earned and for all wages owed to them by
19 Defendants, including when working more than eight (8) hours in any given day and/or more than
20 forty (40) hours in any given week. As a result of Defendants' unlawful policies and practices,
21 Plaintiff and Class members incurred overtime hours worked for which they were not adequately
22 and completely compensated. To the extent applicable, Defendants also failed to pay Plaintiff and
23 the Class members at an overtime rate of 1.5 times the regular rate for the first eight hours of the
24 seventh consecutive work day in a week and overtime payments at the rate of 2 times the regular
25 rate for hours worked over eight (8) on the seventh consecutive work day, as required under the
26 Labor Code, applicable IWC Wage Orders.

27 17. Therefore, from at least four (4) years prior to the filing of this lawsuit and continuing
28 to the present, Defendants had a consistent policy or practice of failing to pay Employees for all

1 hours worked and failing to pay minimum wage for all time worked as required by California Law.

2 18. Additionally from at least four (4) years prior to the filing of this lawsuit and
3 continuing to the present, Defendants had a consistent policy or practice of failing to pay Employees
4 overtime compensation at premium overtime rates for all hours worked in excess of eight (8) hours
5 a day and/or forty (40) hours a week, and double-time rates for all hours worked in excess of twelve
6 (12) hours a day, in violation of Labor Code § 510 and the corresponding sections of IWC Wage
7 Orders.

8 19. Additionally from at least four (4) years prior to the filing of this lawsuit and
9 continuing to the present, Defendants have required Employees to work shifts in excess of five (5)
10 hours without providing them with timely, off-duty meal periods of not less than thirty (30) minutes
11 and shifts in excess of ten (10) hours without providing them with second meal periods of not less
12 than thirty minutes; nor did Defendants pay Employees “premium pay,” i.e. one hour of wages at
13 each Employee’s effective regular rate of pay, for each meal period that Defendants failed to provide
14 or deficiently provided. Employees would clock out for their meal periods and continue working.
15 What meal periods were provided were frequently provided late or were shorter than thirty minutes.
16 In addition, Plaintiff and Employees were required to keep their cell phones on during their meal
17 periods and respond to them resulting in on-duty and interrupted meal periods.

18 20. From at least four (4) years prior to the filing of this lawsuit and continuing to the
19 present, Defendants have failed to provide Employees with paid rest breaks of not less than ten (10)
20 minutes for every work period of four (4) or more consecutive hours; nor did Defendant pay
21 Employees premium pay for each day on which requisite rest breaks were not provided or were
22 deficiently provided at one hour of wages at each Employee’s effective regular rate of pay, for each
23 rest period that Defendants failed to provide or deficiently provided.

24 21. Additionally, from at least four (4) years prior to the filing of this lawsuit, and
25 continuing to the present, Defendants have consistently failed to provide Employees with timely,
26 accurate, and itemized wage statements as required by California wage-and-hour laws. Specifically,
27 Defendants failed in their affirmative obligation to keep accurate records of the correct overtime
28 wages based on proper regular rate calculations that included nondiscretionary commissions,

1 incentive pay, shift differentials, and/or nondiscretionary bonuses earned, and the total amount of
2 compensation of their Employees. The wage statements given to Class Members also failed to
3 incorporate the prevailing wage rate into the regular rate of pay used to calculate and pay for
4 overtime, double time, sick pay, vacation pay, and meal and rest break premiums. Furthermore,
5 Employees' wage statements did not include: the total hours worked in violation of Labor Code §
6 226(a)(2) and failed to accurately set forth all applicable hourly rates in effect during the pay period
7 and the corresponding number of hours worked at each such rate in violation of Labor Code §
8 226(a)(9). Moreover, the wage statements given to Employees by Defendants failed to accurately
9 account for wages, overtime, and premium pay for deficient meal periods and rest breaks all of
10 which Defendants knew or reasonably should have known were owed to Employees, as alleged
11 hereinabove. The wage statements provided to Employees were confusing and required Employees
12 to engage in discovery and refer to outside sources to verify whether their pay was correct,
13 potentially resulting in a miscalculation by the Employees.

14 22. From at least four (4) years prior to the filing of this lawsuit and continuing to the
15 present, Defendants have failed to reimburse Employees for expenses necessarily incurred in the
16 performance of their job duties for Defendants including personal cell phone usage, the costs of
17 tools, such as pens, highlighters, post its, staple removers, which were necessary to perform their
18 duties under Defendants' employ in violation of Labor Code § 2802.

19 23. Additionally, from at least three (3) years prior to the filing of this lawsuit, and
20 continuing to the present, Defendants have consistently failed to keep accurate time and wage
21 records as required by California wage-and-hour laws.

22 24. Additionally, from at least four (4) years prior to filing of this lawsuit and continuing
23 to the present, Defendants have had a consistent policy of failing to pay all wages fur and owed to
24 Employees at the time of their termination or within seventy-two (72) hours of their resignation, as
25 required by California wage-and-hour laws.

26 25. Lastly, from at least four (4) years prior to the filing of this lawsuit and continuing
27 to the present, Defendants had a consistent and uniform policy, practice and procedure, when
28 entering into contracts of employment with Employees for services to be rendered within California

1 and the contemplated method of payment involved commissions, of failing to utilize a written
2 contract signed by both the employer and employee setting forth the method by which the
3 commissions shall be computed and paid in violation of Labor Code § 2751.

4 26. In light of the foregoing, Employees bring this action pursuant to, inter alia, Labor
5 Code §§ 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.7, 227.3, 245 *et seq.*, 246, 510, 512, 558,
6 558.1, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2751, 2698, 2699, *et seq.* and 2802.

7 27. Furthermore, pursuant to Business and Professions Code §§ 17200-17208,
8 Employees seek injunctive relief, restitution, and disgorgement of all benefits Defendants have
9 enjoyed from their violations of Labor Code.

10 CLASS ALLEGATIONS

11 28. Plaintiff brings this class action on behalf of himself, and all others similarly situated
12 pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a class defined as follows:
13 all individuals employed by Defendants as non-exempt employees within the State of California at
14 any time within four (4) years of the filing of this lawsuit.

15 29. Further, Plaintiff seeks to represent the following Subclasses composed of and
16 defined as follows:

17 a. Subclass 1. Minimum Wages Subclass. All Class members who were not
18 compensated for all hours worked for Defendants at the applicable minimum wage.

19 b. Subclass 2. Wages and Overtime Subclass. All Class members who were not
20 compensated for all hours worked for Defendants at the required rates of pay, including for all hours
21 worked in excess of eight in a day and/or forty in a week.

22 c. Subclass 3. Vacation Wages Subclass. All Class members who were not paid all
23 vacation wages at termination.

24 d. Subclass 4. Sick Pay Subclass. All Class members who were not compensated at the
25 Employee's regular rate of pay for their sick pay wages.

26 e. Subclass 5. Meal Period Subclass. All Class members who were subject to
27 Defendants' policy and/or practice of failing to provide unpaid 30-minute uninterrupted and duty-
28 free meal periods or one hour of pay at the Employee's regular rate of pay in lieu thereof.

1 f. Subclass 6. Rest Break Subclass. All Class members who were subject to
2 Defendants' policy and/or practice of failing to authorize and permit Employees to take
3 uninterrupted, duty-free, 10-minute rest periods for every four hours worked, or major fraction
4 thereof, and failing to pay one hour of pay at the Employee's regular rate of pay in lieu thereof.

5 g. Subclass 7. Payroll Records Subclass. All Class members who were subject to
6 Defendants' policy and/or practice of failing to keep accurate time and wage records as required by
7 California wage-and-hour laws.

8 h. Subclass 8. Wage Statement Subclass. All Class members who, within the applicable
9 limitations period, were not provided with accurate, itemized wage statements.

10 i. Subclass 9. Failure to Reimburse for Necessary Business Expenditures. All Class
11 members who were subject to Defendants' failure to reimburse for expenses necessarily incurred in
12 the performance of Employees job duties for Defendants.

13 j. Subclass 10. Termination Pay Subclass. All Class members who, within the
14 applicable limitations period, either voluntarily or involuntarily separated from their employment
15 and were subject to Defendants' policy and/or practice of failing to timely pay wages upon
16 termination.

17 k. Subclass 11. UCL Subclass. All Class members who are owed restitution as a
18 result of Defendants' business acts and practices, to the extent such acts and practices are found to
19 be unlawful, deceptive, and/or unfair.

20 l. Subclass 12. Commission Subclass. All Class members who, within the applicable
21 limitations period, were not provided with a written contract signed by both the employer and
22 employee setting forth the method by which the commissions shall be computed and paid.

23 30. Plaintiff reserves the right under California Rule of Court 3.765 to amend or modify
24 the class description with greater particularity or further division into subclasses or limitation to
25 particular issues.

26 31. This action has been brought and may properly be maintained as a class action under
27 the provisions of Code of Civil Procedure § 382 because there is a well-defined community of
28 interest in litigation and the proposed class is easily ascertainable.

1 **A. Numerosity**

2 32. The potential members of the class as defined are so numerous that joinder of all the
3 member of the class is impracticable. While the precise number of class members has not been
4 determined at this time, Plaintiff is informed and believes that Defendants employ or, during the
5 time period relevant to this lawsuit, employed more than 100 individuals within the State of
6 California.

7 33. Accounting for employee turnover during the relevant time period increases this
8 number substantially. Plaintiff alleges that Defendants' employment records will provide
9 information as to the number and location of all class members.

10 **B. Commonality**

11 34. There are questions of law and fact common to the class that predominate over any
12 questions affecting only individual class members. These common questions of law and fact include:

- 13 a. Whether Defendants failed to pay Employees minimum wages;
- 14 b. Whether Defendants failed to pay Employees wages for all hours worked;
- 15 c. Whether Defendants failed to pay Employees overtime as required under Labor Code
16 § 510;
- 17 d. Whether Defendants failed to pay Employees vacation wages as required under
18 Labor Code § 227.3;
- 19 e. Whether Defendants failed to pay Employees sick pay as required under Labor Code
20 § 245;
- 21 f. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable IWC
22 Wage Orders, by failing to provide Employees with requisite meal periods or
23 premium pay in lieu thereof;
- 24 g. Whether Defendants violated Labor Code § 226.7, and the applicable IWC Wage
25 Orders, by failing to provide Employees with requisite rest breaks or premium pay
26 in lieu thereof;
- 27 h. Whether Defendants violated Labor Code § 226(a);
- 28 i. Whether Defendants failed to reimburse Employees for necessary business expenses;

- j. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay wages and compensation due and owing at the time of termination of employment;
- k. Whether Defendants violated Labor Code § 2751;
- l. Whether Defendants violated Business and Professions Code § 17200 *et seq.*; and
- m. Whether Employees are entitled to equitable relief pursuant to Business and Professions Code § 17200 *et seq.*
- n. Whether Defendants are liable for penalties under Labor Code § 2699, *et seq*

C. Typicality

35. The claims of the named plaintiff are typical of those of the other Employees. Employees all sustained injuries and damages arising out of and caused by Defendants' common course of conduct in violation of statutes, as well as regulations that have the force and effect of law, as alleged herein.

D. Adequacy of Representation

36. Plaintiff will fairly and adequately represent and protect the interest of Employees. Counsel who represents Employees are experienced and competent in litigating employment class actions.

E. Superiority of Class Action

37. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Employees is not practicable, and questions of law and fact common to all Employees predominate over any questions affecting only individual Employees. Each Employee has been damaged and is entitled to recovery by reason of Defendants' illegal policies or practices of failing to compensate Employees properly.

38. Class action treatment will allow those persons similarly situated to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware of any difficulties in managing this case that should preclude class action.

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FIRST CAUSE OF ACTION
FAILURE TO PAY MINIMUM WAGES
(Against All Defendants)

39. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

40. Defendants failed to pay Employees minimum wages for all hours worked. Defendants had a consistent policy of misstating Employees time records and failing to pay Employees for all hours worked. Employees would work hours and not receive wages, including as alleged above in connection with working: (Specifically, Plaintiff and Employees were not paid for all the overtime hours they worked, including time spent working (1) pre -shift by moving product dropped off by suppliers away from the door to clear a safe walkway; (2) post-shift by grabbing parts for mechanics; (3) post-shift by getting called back to work after having clocked out and finishing tasks; (4) off the clock by answering phone calls or text messages from supervisors or mechanics and (5) while clocked out for meal breaks. Defendants thus regularly failed to pay minimum wages to Plaintiff and Class members. Moreover, Defendants did not pay Plaintiff and Employees at the applicable minimum wage for all hours worked. Defendants' uniform pattern of unlawful wage and hour practices manifested, without limitation, applicable to the Class as a whole, as a result of implementing a uniform policy and practice that denied accurate compensation to Plaintiff and the other members of the Class as to minimum wage pay.

41. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage" states: The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.

42. The applicable minimum wages fixed by the commission for work during the relevant period is found in the Wage Orders. Pursuant to the Wage Orders, Employees are therefore entitled to double the minimum wage during the relevant period.

43. The minimum wage provisions of California Labor Code are enforceable by private civil action pursuant to California Labor Code § 1194(a) which states:
Notwithstanding any agreement to work for a lesser wage, any

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

6 44. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
7 incorporates the applicable Wage Order of the California Industrial Welfare Commission.

8 45. California Labor Code § 1194.2 also provides for the following remedies:
9 In any action under Section 1194 . . . to recover wages because of
10 the payment of a wage less than the minimum wages fixed by an
11 order of the commission, an employee shall be entitled to recover
12 liquidated damages in an amount equal to the wages unlawfully
13 unpaid and interest thereon.

14 46. Defendants have the ability to pay minimum wages for all time worked and have
15 willfully refused to pay such wages with the intent to secure for Defendants a discount upon this
16 indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Employees.

17 47. Wherefore, Employees are entitled to recover the unpaid minimum wages (including
18 double minimum wages), liquidated damages in an amount equal to the minimum wages unlawfully
19 unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant to California Labor
20 Code § 1194(a).

21 **SECOND CAUSE OF ACTION**

22 **FAILURE TO PAY WAGES AND OVERTIME UNDER LABOR CODE § 510**

23 **(Against All Defendants)**

24 48. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
25 full herein.

26 49. By their conduct, as set forth herein, Defendants violated California Labor Code §
27 510 (and the relevant orders of the Industrial Welfare Commission) by failing to pay Employees:
28 (a) time and one-half their regular hourly rates for hours worked in excess of eight (8) hours in a
workday or in excess of forty (40) hours in any workweek or for the first eight (8) hours worked
on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours
worked in excess of twelve (12) hours in any one (1) day or for hours worked in excess of eight
(8) hours on any seventh day of work in a workweek.

1 50. Defendants had a consistent policy of not paying Employees wages for all hours
2 worked including time spent working: Specifically, Plaintiff and Employees were not paid for all
3 the overtime hours they worked, including time spent working (1) pre -shift by moving product
4 dropped off by suppliers away from the door to clear a safe walkway; (2) post-shift by grabbing
5 parts for mechanics; (3) post-shift by getting called back to work after having clocked out and
6 finishing tasks; (4) off the clock by answering phone calls or text messages from supervisors or
7 mechanics and (5) while clocked out for meal breaks. Moreover, Plaintiff alleges that Defendants
8 failed to pay for all overtime hours worked and/or paid overtime hours at the regular hourly rate
9 instead of one and a half times the regular rate. Employees regularly worked over 8 hours on a
10 given day without receiving overtime compensation.

11 51. Furthermore, on information and belief, Defendants did not pay Plaintiff and
12 Employees the correct overtime rate for the recorded overtime hours that they generated. In
13 addition to an hourly wage, Defendants paid Plaintiff and Employees nondiscretionary
14 commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses. However, upon
15 information and belief, Defendants failed to incorporate all remunerations, including
16 nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses,
17 into the calculation of the regular rate of pay for purposes of calculating the overtime wage rate.
18 Additionally, Defendants failed to incorporate the prevailing wage rate into the regular rate of pay
19 used to calculate and pay for overtime and double time pay overtime pay, double pay, sick pay,
20 vacation pay, and meal and rest break premiums.

21 52. Therefore, during times when Plaintiff and Employees worked overtime and
22 received nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary
23 bonuses, Defendants failed to pay all overtime wages by paying a lower overtime rate than
24 required.

25 53. Defendants' failure to pay compensation in a timely fashion also constituted a
26 violation of California Labor Code § 204, which requires that all wages shall be paid semimonthly.
27 From four (4) years prior to the filing of this lawsuit to the present, in direct violation of that
28 provision of the California Labor Code, Defendants have failed to pay all wages and overtime

1 compensation earned by Employees. Each such failure to make a timely payment of compensation
2 to Employees constitutes a separate violation of California Labor Code § 204.

3 54. Employees have been damaged by these violations of California Labor Code §§ 204
4 and 510 (and the relevant orders of the Industrial Welfare Commission).

5 55. Consequently, pursuant to California Labor Code §§ 204, 510, and 1194 (and the
6 relevant orders of the Industrial Welfare Commission), Defendants are liable to Employees for the
7 full amount of all their unpaid wages and overtime compensation, with interest, plus their
8 reasonable attorneys' fees and costs.

9 **THIRD CAUSE OF ACTION**

10 **MEAL-PERIOD LIABILITY UNDER LABOR CODE § 226.7**

11 **(Against All Defendants)**

12 56. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
13 full herein.

14 57. Employees regularly worked shifts greater than five (5) hours and greater than ten
15 (10) hours. Pursuant to Labor Code § 512 an employer may not employ someone for a shift of more
16 than five (5) hours without providing him or her with a meal period of not less than thirty (30)
17 minutes or for a shift of more than ten (10) hours without providing him or her with a second meal
18 period of not less than thirty (30) minutes.

19 58. Defendants failed to provide Employees with compliant meal periods as required
20 under the Labor Code. Employees were required to clock out and continue working through their
21 meal periods which they were denied. Employees were also required to take meal periods after
22 working well beyond the five (5) hour shifts and what meal periods were provided were often less
23 than thirty (30) minutes. Additionally, Employees were required to keep their cell phones on and
24 respond to them during meal periods resulting in on-duty and interrupted meal periods. Furthermore,
25 Employees were regularly required to work for more than 10 hours in a given shift without receiving
26 a second thirty (30) minute meal period as required by law.

27 59. Moreover, Defendants failed to compensate Employees for each meal period not
28 provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and 20

1 of the applicable IWC Wage Orders, which provide that, if an employer fails to provide an employee
2 a meal period in accordance with this section, the employer shall pay the employee one hour of pay
3 at the employee's regular rate of compensation for each workday that the meal period is not
4 provided. Additionally, as detailed above, when Defendants did pay meal period premiums, they
5 did so at the normal regular rate of pay without factoring in all forms or remuneration/compensation
6 or by otherwise incorrectly calculating the regular rate.

7 60. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in an
8 amount equal to one (1) hour of wages at their effective hourly rates of pay for each meal period not
9 provided or deficiently provided, a sum to be proven at trial.

10 **FOURTH CAUSE OF ACTION**

11 **REST-BREAK LIABILITY UNDER LABOR CODE § 226.7**

12 **(Against All Defendants)**

13 61. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
14 full herein.

15 62. Plaintiff and Employees consistently worked over three-and-one-half (3.5) hour and
16 six (6) hour shifts. At times, Plaintiff and Employees worked over ten (10) hours in a single workday.
17 Pursuant to the Labor Code and the applicable IWC Wage Order, Employees were entitled to paid
18 rest breaks of not less than ten (10) minutes for each consecutive four (4) hour shift or major fraction
19 thereof.

20 63. Defendants failed to provide Employees with timely rest breaks of not less than ten
21 (10) minutes for each consecutive four (4) hours of work, or major fraction thereof, when Employees
22 worked over three-and-one-half (3.5) hours in a workday. Employees were often required to work
23 or to otherwise remain under Defendants' control during rest periods, including by responding to
24 work requirements, and had breaks provided untimely as a result of the above described off the
25 clock work.

26 64. Additionally, under *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257, 260
27 (2016) "[D]uring required rest periods, employers must relieve their employees of all duties and
28 relinquish any control over how employees spend their time." Defendants did not allow Employees

1 to leave the Defendants' location, and this is directly at odds with *Augustus*, as it "tethered
2 [employees] by time and policy to a particular location" and therefore fails to relieve employees of
3 all work duties and employer control during rest periods. *Augusts*, 2 Cal.5th at 269.

4 65. Moreover, Defendants failed to compensate Employees for each rest period not
5 provided or inadequately provided, as required under Labor Code § 226.7 and the applicable IWC
6 Wage Orders, which provide that, if an employer fails to provide an employee a rest period in
7 accordance with this section, the employer shall pay the employee one hour of pay at the employee's
8 regular rate of compensation for each workday that the rest period is not provided. Defendants failed
9 to compensate Plaintiff and Employees for each rest period not provided or inadequately provided,
10 as required under Labor Code § 226.7 and the applicable IWC Wage Order.

11 66. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in
12 an amount equal to one (1) hour of wages at their effective regular rates of pay for each day
13 worked without the required rest breaks, a sum to be proven at trial. Plaintiff and Employees are
14 also entitled to prejudgment interest for such damages.

15 **FIFTH CAUSE OF ACTION**

16 **FAILURE TO PAY VACATION WAGES**

17 **(Against All Defendants)**

18 67. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
19 full herein.

20 68. Pursuant to California Labor Code § 227.3, whenever a contract of employment or
21 employment policy provides for paid vacation and an employee is terminated without having taken
22 off his vested vacation time, all vested vacation shall be paid to her as wages at his final rate in
23 accordance with said contract of employment or policy respecting eligibility or time served.

24 69. Defendants failed to pay all vested vacation time upon termination.

25 70. Therefore, Plaintiff and Employees seek to recover penalties pursuant to Labor Code
26 § 227.3.

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1 **SIXTH CAUSE OF ACTION**

2 **FAILURE TO COMPLY WITH LABOR CODE §§ 245 *ET SEQ.* AND 246**

3 **(Against All Defendants)**

4 71. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
5 full herein.

6 72. California Labor Code § 245 *et seq.* requires that Defendants provide paid sick time
7 to Employees, including at the amount, terms, and rate of compensation set forth in said law. At
8 times relevant, Defendants have failed to compute the amount due for paid sick time in conformance
9 with the pay calculation under California Labor Code § 246(1).

10 73. Defendants paid nondiscretionary commissions, incentive pay, shift differentials,
11 and/or nondiscretionary bonuses to Employees but Defendants failed to include these forms of
12 remuneration in the regular rate of pay upon which sick pay was calculated and paid. Defendants
13 also failed to incorporate the prevailing wage rate into the regular rate of pay used to calculate and
14 pay sick pay. Rather than calculating the amount of paid sick time due when sick time is used
15 according to the requirements set forth in California Labor Code § 246(1), Defendants paid sick
16 leave to Employees at a lower rate, in violation of the law.

17 74. Therefore, Plaintiff and Employees seek to recover penalties pursuant to Labor Code
18 §§ 245 *et seq.* and 246.

19 **SEVENTH CAUSE OF ACTION**

20 **VIOLATION OF LABOR CODE § 226(a)**

21 **(Against All Defendants)**

22 75. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
23 full herein.

24 76. California Labor Code § 226(a) requires an employer to furnish each of his or her
25 employees with an accurate, itemized statement in writing showing the gross and net earnings, total
26 hours worked, and the corresponding number of hours worked at each hourly rate; these statements
27 must be appended to the detachable part of the check, draft, voucher, or whatever else serves to pay
28 the employee's wages; or, if wages are paid by cash or personal check, these statements may be

1 given to the employee separately from the payment of wages; in either case the employer must give
2 the employee these statements twice a month or each time wages are paid.

3 77. Defendants failed to provide Employees with accurate itemized wage statements in
4 writing, as required by the Labor Code. Specifically, the wage statements given to Employees, by
5 Defendants, failed to accurately account for wages, overtime, and premium pay for deficient meal
6 periods and rest breaks, all of which Defendants knew or reasonably should have known were owed
7 to Employees, as alleged hereinabove. Additionally, Defendants failed in their affirmative
8 obligation to keep accurate records of the correct overtime wages based on proper regular rate
9 calculations that included nondiscretionary commissions, incentive pay, shift differentials, and/or
10 nondiscretionary bonuses earned, and the total amount of compensation of their Employees. The
11 wage statements given to Class Members by Defendants also failed to incorporate the prevailing
12 wage rate into the regular rate of pay used to calculate and pay for overtime, double time, sick pay,
13 vacation pay, and meal and rest break premiums. Moreover, Employees' wage statements did not
14 include: the total hours worked in violation of Labor Code § 226(a)(2) and failed to accurately set
15 forth all applicable hourly rates in effect during the pay period and the corresponding number of
16 hours worked at each such rate in violation of Labor Code § 226(a)(9). The wage statements
17 provided to Employees were confusing and required Employees to engage in discovery and refer to
18 outside sources to verify whether their pay was correct, potentially resulting in a miscalculation by
19 the Employees.

20 78. As a direct and proximate cause of Defendants' violation of Labor Code § 226(a),
21 Employees suffered injuries, including among other things confusion over whether they received all
22 wages owed them, the difficulty and expense involved in reconstructing pay records, and forcing
23 them to make mathematical computations to analyze whether the wages paid in fact compensated
24 them correctly for all hours worked.

25 79. Pursuant to Labor Code §§ 226(a) and 226(e), Employees are entitled to recover the
26 greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
27 occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not exceeding
28 an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an award of costs

1 and reasonable attorneys' fees.

2 80. With respect to violations of Labor Code § 226, Labor Code § 226.3 imposes a civil
3 penalty of two hundred and fifty dollars (\$250) for initial violations for each employee for each pay
4 period, and one thousand dollars (\$1000) for each subsequent violation for each employee for each
5 pay period.

6 81. Plaintiff is seeking penalties against Defendants under Labor Code § 226.3, and any
7 other applicable statute allowing recovery of penalties as alleged herein in an amount to be shown
8 according to proof.

9 **EIGHTH CAUSE OF ACTION**
10 **FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENDITURES**
11 **IN VIOLATION OF LABOR CODE § 2802**
12 **(Against All Defendants)**

13 82. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
14 full herein.

15 83. Under Labor Code § 2802(a), an employer must indemnify its employees for all
16 necessary expenditures or losses incurred by the employee in direct consequence of the discharge
17 of his or her duties, or of his or her obedience to the directions of the employer.

18 84. Employees incurred necessary expenditures in the performance of their job duties for
19 Defendants, namely: (1) personal cell phone usage; (2) and the cost of tools, such as pens,
20 highlighters, post its, staple removers, which was necessary to perform their duties under
21 Defendants' employ. From four (4) years prior to the original filing of this lawsuit and continuing
22 to the present, Defendants consistently failed to reimburse Employees for these necessarily incurred
23 business expenses.

24 85. As a result of the unlawful acts of Defendants, Employees have been deprived of
25 reimbursement in amounts to be determined at trial; they are entitled to recovery of such amounts,
26 plus interest and penalties thereon, attorneys' fees, and costs.

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NINTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 203
(Against All Defendants)

86. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

87. Numerous Employees are no longer employed by Defendants; they either quit Defendants' employ or were fired therefrom.

88. Defendants failed to pay these Employees all wages due and certain at the time of termination or within seventy-two (72) hours of resignation.

89. The wages withheld from these Employees by Defendants remained due and owing for more than thirty (30) days from the date of separation of employment.

90. Defendants' failure to pay wages, as alleged above, was willful in that Defendants knew wages to be due but failed to pay them; this violation entitles these Employees to penalties under Labor Code § 203, which provides that an employee's wages shall continue until paid for up to thirty (30) days from the date they were due.

TENTH CAUSE OF ACTION
FAILURE TO COMPLY WITH LABOR CODE § 2751
(Against All Defendants)

91. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

92. Labor Code § 2751(a) states: "Whenever an employer enters into a contract of employment with an employee for services to be rendered within this state and the contemplated method of payment of the employee involves commissions, the contract shall be in writing and shall set forth the method by which the commissions shall be computed and paid."

93. Further, Labor Code §2751(b) states in pertinent part: "The employer shall give a signed copy of the contract to every employee who is a party thereto and shall obtain a signed receipt for the contract from each employee."

94. During the relevant time period, Defendants had a consistent and uniform policy,

1 practice and procedure, when entering into contracts of employment with Employees for services to
2 be rendered within California and the contemplated method of payment involved commissions, of
3 failing to utilize a written contract signed by both the employer and employee setting forth the
4 method by which the commissions shall be computed and paid.

5 95. Defendants' pattern, practice and uniform administration of corporate policy
6 regarding commission contracts as described herein is unlawful and creates an entitlement to
7 recovery by Employees, in a civil action, to the extent allowed by law.

8 96. Therefore, Plaintiff and Employees seek to recover penalties pursuant to Labor Code
9 § 2751.

10 **ELVENTH CAUSE OF ACTION**
11 **VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 *ET SEQ.***
12 **(Against All Defendants)**

13 97. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
14 full herein.

15 98. Plaintiff, on behalf of himself, Employees, and the general public, brings this claim
16 pursuant to Business & Professions Code § 17200 *et seq.* The conduct of Defendants as alleged in
17 this Complaint has been and continues to be unfair, unlawful, and harmful to Employees and the
18 general public. Plaintiff seeks to enforce important rights affecting the public interest within the
19 meaning of Code of Civil Procedure § 1021.5.

20 99. Plaintiff is a "person" within the meaning of Business & Professions Code
21 § 17204, has suffered injury, and therefore has standing to bring this cause of action for injunctive
22 relief, restitution, and other appropriate equitable relief.

23 100. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair business
24 practices.

25 101. Wage-and-hour laws express fundamental public policies. Paying employees their
26 wages and overtime, providing them with meal and rest periods, etc., are fundamental public policies
27 of California. Labor Code § 90.5(a) articulates the public policies of this State vigorously to enforce
28 minimum labor standards, to ensure that employees are not required or permitted to work under

1 substandard and unlawful conditions, and to protect law-abiding employers and their employees
2 from competitors who lower costs to themselves by failing to comply with minimum labor
3 standards.

4 102. Defendants have violated statutes and public policies. Through the conduct alleged
5 in this Complaint, Defendants have acted contrary to these public policies, have violated specific
6 provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in
7 violation of Business & Professions Code § 17200 *et seq.* Defendants' conduct has deprived
8 Plaintiff, and all persons similarly situated, and all interested persons, of the rights, benefits, and
9 privileges guaranteed to all employees under the law.

10 103. Defendants' conduct, as alleged hereinabove, constitutes unfair competition in
11 violation of the Business & Professions Code § 17200 *et seq.*

12 104. Defendants, by engaging in the conduct herein alleged, by failing to pay wages and
13 overtime, failing to provide meal and rest periods, etc., either knew or in the exercise of reasonable
14 care should have known that their conduct was unlawful; therefore their conduct violates the
15 Business & Professions Code § 17200 *et seq.*

16 105. As a proximate result of the above-mentioned acts of Defendants, Employees have
17 been damaged, in a sum to be proven at trial.

18 106. Unless restrained by this Court, Defendants will continue to engage in such unlawful
19 conduct as alleged above. Pursuant to the Business & Professions Code, this Court should make
20 such orders or judgments, including the appointment of a receiver, as may be necessary to prevent
21 the use by Defendants or their agents or employees of any unlawful or deceptive practice prohibited
22 by the Business & Professions Code, including but not limited to the disgorgement of such profits
23 as may be necessary to restore Employees to the money Defendants have unlawfully failed to pay.

24 **TWELFTH CAUSE OF ACTION**

25 **PENALTIES PURSUANT TO LABOR CODE § 2699, ET SEQ.**

26 **(Against All Defendants)**

27 107. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
28 full herein.

1 108. Plaintiff and Employees are aggrieved employees as defined under Labor Code
2 §2699(c) in that they suffered the violations alleged in this Complaint and were employed by the
3 alleged violators, Defendants.

4 109. Plaintiff seeks penalties under Labor Code §§ 2698 and 2699 for Defendants'
5 violation of all Labor Code provisions included under Labor Code § 2699.5 and includes the penalty
6 provisions, without limitation, based on the following California Labor Code sections: 201, 202,
7 203, 204, 210, 218.5, 218.6, 226, 226.7, 227.3, 245 *et seq.*, 246, 510, 512, 558, 558.1, 1182.12,
8 1185, 1194, 1194.2 1197, 1198, 1199, 2751, 2698, 2699, *et seq.* and 2802.

9 110. The penalties shall be allocated as follows: 65% to the Labor and Workforce
10 Development Agency (LWDA) and 35% to the affected employee.

11 111. Employees also seek any and all penalties and remedies set forth in Labor Code §
12 558, which states:

13 (a) Any employer or other person acting on behalf of an employer
14 who violates, or causes to be violated, a section of this chapter or
15 any provision regulating hours and days of work in any order of the
16 Industrial Welfare Commission shall be subject to a civil penalty as
17 follows: (1) For any initial violation, fifty dollars (\$50) for each
18 underpaid employee for each pay period for which the employee was
19 underpaid in addition to an amount sufficient to recover underpaid
wages. (2) For each subsequent violation, one hundred dollars (\$100)
for each underpaid employee for each pay period for which the
employee was underpaid in addition to an amount sufficient to
recover underpaid wages. (3) Wages recovered pursuant to this
section shall be paid to the affected employee.

20 (b) If upon inspection or investigation the Labor Commissioner
21 determines that a person had paid or caused to be paid a wage for
22 overtime work in violation of any provision of this chapter, or any
23 provision regulating hours and days of work of the Industrial
24 Welfare Commission, the Labor Commissioner may issue a citation.
25 The procedures for issuing, contesting, and enforcing judgments for
26 citations of civil penalties issued by the Labor Commissioner for
27 violation of this chapter shall be the same as those set out in Section
28 1197.1.

 (c) The civil penalties provided for in this section are in addition to any
other civil or criminal penalty provided by the law.

112. Labor Code § 226.3 provides that “[a]ny employer who violates subdivision (a) of

1 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per
2 employee per violation in an initial violation and one thousand dollars (\$1,000) per employee for
3 each violation in a subsequent citation, for which the employer fails to provide the employee a wage
4 deduction statement or fails to keep the required in subdivision (a) of Section 226.” To the extent
5 that Labor Code § 226.3 applies, Plaintiff and Employees also seek such penalties on.

6 113. Plaintiff has exhausted his administrative remedy by sending a certified letter to the
7 LWDA and Defendants postmarked on April 8, 2026. The LWDA has not provided notice of its
8 intent to investigate the alleged violations within 65 calendar days of the postmark date of the letter.

9 RELIEF REQUESTED

10 WHEREFORE, Plaintiff prays for the following relief:

- 11 1. For an order certifying this action as a class action;
- 12 2. For compensatory damages in the amount of the unpaid minimum wages for work
13 performed by Employees and unpaid overtime compensation from at least four (4) years prior to the
14 filing of this action, as may be proven;
- 15 3. For liquidated damages in the amount equal to the unpaid minimum wage and interest
16 thereon, from at least four (4) years prior to the filing of this action, according to proof;
- 17 4. For compensatory damages in the amount of the hourly wage made by Employees
18 for each missed or deficient meal period where no premium pay was paid therefor from four (4)
19 years prior to the filing of this action, as may be proven;
- 20 5. For compensatory damages in the amount of the hourly wage made by Employees
21 for each day requisite rest breaks were not provided or were deficiently provided and where no
22 premium pay was paid therefor from at least four (4) years prior to the filing of this action, as may
23 be proven;
- 24 6. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;
- 25 7. For penalties pursuant to Labor Code § 226.3, as may be proven;
- 26 8. For penalties pursuant to Labor Code § 203 for all Employees who quit or were fired
27 in an amount equal to their daily wage times thirty (30) days, as may be proven;
- 28 9. For penalties pursuant to Labor Code § 227.3, as may be proven;

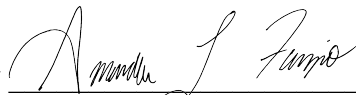
- 1 10. For penalties pursuant to Labor Code §§ 245 and 246, as may be proven;
- 2 11. For penalties pursuant to Labor Code § 2751 as may be proven;
- 3 12. For restitution for unfair competition pursuant to Business & Professions Code
- 4 § 17200 *et seq.*, including disgorgement or profits, as may be proven;
- 5 13. For penalties pursuant to § 2699, *et seq.*, as may be proven;
- 6 14. For compensatory damages in the amount of all previously unreimbursed business
- 7 expenditures necessarily incurred by Employees in the discharge of their job duties for Defendants
- 8 from four (4) years prior to the original filing of this action, as may be proven;
- 9 15. For an order enjoining Defendants and their agents, servants, and employees, and all
- 10 persons acting under, in concert with, or for them, from acting in derogation of any rights or duties
- 11 adumbrated in this Complaint;
- 12 16. For all general, special, and incidental damages as may be proven;
- 13 17. For an award of pre-judgment and post-judgment interest;
- 14 18. For an award providing for the payment of the costs of this suit;
- 15 19. For an award of attorneys' fees; and
- 16 20. For such other and further relief as this Court may deem proper and just.

17

18 DATED: June 12, 2026

D.LAW, INC.

19

20 By 
Roman Shkodnik
Amanda Fazio
Attorneys for Plaintiff
ALBERT C. VASQUEZ
and the putative class

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DATED: June 12, 2026

By

Roman Shkodnik
Amanda Fazio
Attorneys for Plaintiff
ALBERT C. VASQUEZ
and the putative class

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I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is 250 N Madison Avenue, 2nd Floor Pasadena, CA 91101.

FIRST AMENDED CLASS ACTION COMPLAINT

Attorneys for Defendants Forman Automotive NI, LLC dba United Nissan Imperial and Forman Automotive, Inc.:

using the following service method(s):

X VIA RAPID LEGAL E-SERVICE: A true and correct copy of the foregoing document(s) was electronically served on counsel of record by transmission through Rapid Legal electronic service.

I declare under penalty of perjury under the laws of the United States of America and the State of California that the foregoing is true and correct.

Executed on June 12, 2026, at Pasadena, California.

Akiko Iwata
Akiko Iwata