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Attorneys for Plaintiff FRANCISCO VARGAS, on Behalf of himself and all others similarly situated

SUPERIOR COURT OF CALIFORNIA

COUNTY OF ALAMEDA

FRANCISCO VARGAS, on behalf of himself and all others similarly situated, Plaintiff, v. G & C AUTO BODY, INC., a California limited liability company; and DOES 1 to 10, inclusive, Defendant.	**CASE NO.** **<u>CLASS ACTION</u> COMPLAINT FOR:** **1) Failure to Provide Compliant Meal Periods in Violation of Labor Code §§ 226.7, 512, 516, and 1198;** **2) Failure to Provide Compliant Rest Periods in Violation of Labor Code §§ 226.7, 516, and 1198;** **3) Failure to Pay All Wages Owed at Termination in Violation of Labor Code §§ 201-203;** **4) Failure to Furnish Accurate, Itemized Wage Statements in Violation of Labor Code § 226(a) and Failure to Maintain Accurate Records in Violation of Labor Code § 1174.5;** **5) Violations of Business & Professions Code § 17200 et seq.** **DEMAND FOR JURY TRIAL**

Plaintiff, FRANCISCO VARGAS (hereinafter "Plaintiff") hereby submit this Complaint against Defendant G & C AUTO BODY, INC., a California limited liability company; and DOES 1 to 10, inclusive (hereinafter referred to collectively as "Defendant"), on behalf of himself and the class of all other similarly situated current and former employees of Defendant as follows:

NATURE OF THE CASE

1. This is a class action brought pursuant to California Code of Civil Procedure § 382, challenging Defendant's systemic illegal employment practices resulting in violations of California Labor Code §§ 201-203, 226(a), 226.7, 510, 512, 516, 1174.5, 1194, 1197, 1198, 2802, California Business & Professions Code § 17200, et seq. ("Unfair Competition Law"), and the applicable Industrial Welfare Commission ("IWC") Wage Orders.

2. Plaintiff seeks relief on behalf of himself and members of the Plaintiff Class as a result of employment policies, practices, and procedures more specifically described below, which violate the California Labor Code and the orders and standards promulgated by the California Department of Industrial Relations, Industrial Welfare Commission, Division of Labor Standards, and which have resulted in the failure of Defendant to pay Plaintiff and members of the Plaintiff Class all wages due to them. Said employment policies, practices, and procedures are generally described as follows:

- Failure to Provide Employees with Compliant Meal Periods;
- Failure to Provide Employees with Compliant Rest Periods;
- Failure to Pay All Wages Owed at Termination;
- Failure to Provide Employees with Accurate, Itemized Wage Statements and Failure to Maintain Accurate Records;
- Failure to Pay Overtime Wages at the Proper Regular Rate of Pay; and,
- Failure to Reimburse Employees for Necessary Business Expenses.

3. At all times relevant herein, on information and belief, Defendant owns, manage, and/or operate G & C Auto Body, Inc., located in Fremont, California, in the County of Alameda. G & C Auto Body, Inc. opened in approximately September 2023 and employs a large workforce of non-exempt hourly employees, including auto body mechanics and other non-exempt hourly and

commission employees.

4. Defendant has maintained practices which have failed and continue to fail to pay Plaintiff and other non-exempt employees all wages. Specifically, Defendant has systematically failed to provide Plaintiff and members of the Class with compliant meal periods. Defendant does not maintain a policy or practice of having employees clock in or out for meal periods, resulting in employees failing to receive timely, off-duty, uninterrupted meal periods of not less than thirty (30) minutes. Meal periods were regularly provided late or not at all.

5. Furthermore, Defendant failed to provide employees with any rest periods whatsoever. Plaintiff and other non-exempt employees were regularly denied all legally required rest breaks throughout their employment with Defendant.

6. In addition, Defendant failed to calculate and pay overtime wages at the proper regular rate of pay. Defendant paid Plaintiff and other non-exempt employees an hourly rate plus commissions, but systematically failed to include commission earnings when calculating the regular rate of pay for overtime purposes. As a result, Defendant has also failed to pay all wages owed at the time of separation of employment, failed to provide accurate wage statements, and failed to reimburse Plaintiff and Class Members for required business expenses, including the use of personal cell phones to photograph vehicles as required by Defendant.

7. Plaintiff brings the claims herein as a class action on behalf of himself and other similarly situated individuals who have worked for Defendant in California, at any time from four (4) years prior to the filing of this Complaint through the resolution of this action. Plaintiff, on his own behalf and on behalf of all Class Members, bring the class claims pursuant to California Labor Code §§ 201-203, 226(a), 226.7, 510, 512, 516, 1174.5, 1194, 1198, 2802, the applicable wage order, and under Business & Professions Code §§ 17200-17208, for unfair competition due to Defendant’s unlawful, unfair, and fraudulent business acts and practices.

8. Plaintiff is informed and believe, and based thereon allege, that Defendant has engaged in, among other things, a system of willful violations of the California Labor Code and the applicable IWC wage orders by creating and maintaining policies, practices, and customs that knowingly deny employees the above-stated rights and benefits.

PARTIES

9. Plaintiff, Francisco Vargas, is an individual over the age of eighteen (18) and is now, and/or at all relevant times mentioned in this Complaint was, a resident and domiciliary of the State of California, residing at Fremont, California, in the County of Alameda. During the Relevant Time Period, Plaintiff worked for Defendant as a non-exempt Auto Body Mechanic at G & C Auto Body, Inc., located in Fremont, California, in the County of Alameda. Plaintiff was employed by Defendant from approximately September 2023 through approximately April 15, 2026.

11. Plaintiff is informed and believe, and based thereon allege, that Defendant G & C Auto Body, Inc. is a limited liability company organized and existing under the laws of the State of California, with its principal place of business located at Santa Rosa, California (100 Stony Point Rd, 95401), and at all times relevant hereto has been authorized to do business and has been actively doing business in the State of California, including managing and operating G & C Auto Body, Inc. in Fremont, California, in the County of Alameda. At all relevant times, Plaintiff' wage statements identified G & C Auto Body, Inc. as the employer of record.

12. Plaintiff is informed and believe, and based thereon allege, that Defendant G & C Auto Body, Inc. is a limited liability company organized and existing under the laws of the State of California, and at all times relevant hereto has been authorized to do business and has been actively doing business in the State of California, including as an affiliated entity involved in the management and/or operation of G & C Auto Body, Inc.

13. Plaintiff is informed and believe, and based thereon allege, that at all times herein mentioned, Defendant and DOES 1 to 10 are and were limited liability companies, corporations, business entities, individuals, and/or partnerships, licensed to do business and actually doing business in the State of California.

14. Plaintiff does not know the true names or capacities, whether individual, partner, or corporate, of the Defendant sued herein as DOES 1 to 10, inclusive, and for that reason, said Defendant is sued under such fictitious names, and Plaintiff prays for leave to amend this Complaint when the true names and capacities are known. Plaintiff is informed and believe and based thereon allege that each of said fictitious defendants were responsible in some way for the

matters alleged herein and proximately caused Plaintiff and members of the general public and class to be subject to the illegal employment practices, wrongs, and injuries complained of herein.

15. At all times herein mentioned, Defendant participated in the doing of the acts hereinafter alleged to have been done by the named Defendant and DOES; and furthermore, the Defendant, and each of the DOES, were the agents, servants, and employees of each of the other Defendant, as well as the agents of all Defendant, and at all times herein mentioned, were acting within the course and scope of said agency and employment.

16. Plaintiff is informed and believe, and based thereon allege, that at all times material hereto, each of the Defendant named herein are the agent, employee, alter ego, and/or joint venturer of, or working in concert with, each of the other co-defendants and were acting within the course and scope of such agency, employment, joint venture, or concerted activity. To the extent said acts, conduct, and omissions were perpetrated by certain Defendant, each of the remaining defendants confirmed and ratified said acts, conduct, and omissions of the acting Defendant.

17. At all times herein mentioned, the acts and omissions of various Defendant, and each of the DOES, concurred and contributed to the various acts and omissions of each and all of the other Defendant in proximately causing the injuries and damages as herein alleged. At all times herein mentioned, Defendant, and each of the DOES, ratified each and every act or omission complained of herein. At all times herein mentioned, the Defendant, and each of the DOES, aided and abetted the acts and omissions of each and all of the other Defendant in proximately causing the damages as herein alleged.

18. The Members of the Classes (as defined below), including the representative Plaintiff named herein, have been employed during the Class Period in California. The practices and policies which are complained of by way of this Complaint are enforced throughout Defendant's California operations.

JURISDICTION AND VENUE

19. The Court has jurisdiction over this class action pursuant to Article 6, Section 10 of the California Constitution and Code of Civil Procedure § 410.10.

20. Additionally, this Court has jurisdiction over Plaintiff' and the Class's claims for

injunctive relief, including restitution of earned wages, arising from Defendant's unfair competition under Business & Professions Code §§ 17203 and 17204.

21. The Court has jurisdiction over Defendant because they are authorized to do business in the State of California and are registered with the California Secretary of State. Defendant does sufficient business with sufficient minimum contacts in California, and/or otherwise intentionally avail themselves of the California market, to render the exercise of jurisdiction over Defendant by the California court consistent with traditional notions of fair play and substantial justice.

22. Venue is proper in Alameda County because the acts which give rise to this litigation occurred in this county, because Defendant operates G & C Auto Body, Inc., in Fremont, California, which is located in Alameda County, and because Defendant has employed Class Members in this county and transact business in this county.

FACTUAL ALLEGATIONS

23. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

Background

24. G & C Auto Body, Inc. is located in Fremont, California, in the County of Alameda, and opened in or about approximately September 2023. Defendant manages and operates the auto body repair shops and employ a large non-exempt workforce in various positions, including auto body mechanics, estimators, and other non-exempt hourly and commission employees.

25. At all times relevant herein, Plaintiff' wage statements identified G & C Auto Body, Inc., with its address at 100 Stony Point Rd, Santa Rosa, California 95401, as the employer of record. G & C Auto Body, Inc. operated the Fremont, California location where Plaintiff was employed. Defendant managed, supervised, and controlled the day-to-day operations of G & C Auto Body, Inc. including all personnel, scheduling, timekeeping, and wage payment practices applicable to Plaintiff and members of the Class.

Defendant's Failure to Provide Compliant Meal Periods

26. Plaintiff is further informed and believes, and based thereon alleges, that as a matter of policy and/or practice, Defendant routinely failed to provide Plaintiff and the members of the

Plaintiff Class with timely, off-duty, uninterrupted meal periods of not less than thirty (30) minutes.

27. Plaintiff worked shifts of twelve (12) to fourteen (14) hours per day, yet received only a single thirty (30)-minute meal period per shift. Defendant did not provide Plaintiff or other Class Members with a second meal period, as required for shifts exceeding ten (10) hours. Moreover, the single meal period provided was not always timely, as Plaintiff was often required to continue working past five (5) hours before any meal period was provided.

28. Throughout their employment, Plaintiff' meal periods were regularly provided late — after they had already worked in excess of five (5) hours — and were frequently shortened or interrupted such that Plaintiff were not relieved of all duties for a full thirty (30) minutes. On many occasions, Plaintiff did not receive a meal period at all before working more than five (5) hours.

29. Throughout the Class Period, Defendant regularly: (a) failed to provide Plaintiff and the members of the Plaintiff Class with a first meal period of not less than thirty (30) minutes before working more than five (5) hours; (b) failed to provide Plaintiff and the members of the Plaintiff Class with a second meal period of not less than thirty (30) minutes before working more than ten (10) hours per day; (c) failed to pay Plaintiff and the members of the Plaintiff Class one hour of pay at their regular rate of compensation for each workday that a meal period was not provided; and (d) failed to accurately record all meal periods. Given that Plaintiff regularly worked twelve (12) to fourteen (14) hour shifts, Plaintiff was routinely entitled to both a first and second meal period and received only one.

30. The mere existence of a facially lawful meal period policy is unavailing if there are practical constraints and pressures on employees to perform their duties in ways that omit or curtail breaks. See Brinker Rest. Corp. v. Superior Court (2012) 53 Cal.4th 1004, 1040. In Augustus et al. v. ABM Security Services, Inc. (2016) 2 Cal.5th 257, the California Supreme Court reaffirmed that required meal and rest periods must be "off-duty," meaning that employees must be relieved of "all work-related duties" and must be "free from employer control" over how they "spend their time." Id. at 264, 269.

31. Employers must pay premium payments to employees for missed meal, rest, and

recovery breaks at the employee's "regular rate of pay" instead of their base hourly rate. Ferra v. Loews Hollywood Hotel, LLC (2021) 11 Cal.5th 858. For employees paid on a combined hourly and commission basis, the regular rate of pay must include all remuneration earned, including commission wages. Here, Defendant paid meal and rest period premiums at Plaintiff's base hourly rate only, without factoring in commission earnings, resulting in an underpayment of all such premiums.

32. Defendant knew or should have known that as a result of their policies and/or practices, Plaintiff and members of the Class were not actually relieved of all duties to take timely, uninterrupted meal periods of not less than thirty (30) minutes. Defendant further knew or should have known that they did not pay Plaintiff and members of the Class all meal period premiums when meal periods were missed, late, short, and/or interrupted. Accordingly, Defendant failed to provide all meal periods in violation of Labor Code §§ 226.7, 512(a), 516, and 1198.

Defendant's Failure to Provide Compliant Rest Periods

33. Plaintiff is informed and believes, and based thereon alleges, that Defendant failed to effectively authorize and permit Plaintiff and the members of the Plaintiff Class to take any rest periods whatsoever. Throughout the Relevant Time Period, Defendant failed to provide paid, off-duty rest periods of not less than ten (10) net minutes per four (4) hours worked.

34. Throughout their employment, Plaintiff did not always receive rest breaks to which they were entitled under California law. On many occasions, Plaintiff' rest breaks were either not provided at all, were cut short, or were otherwise not compliant with the requirements of California law.

35. Throughout the Class Period, Defendant regularly: (a) failed to provide paid rest periods of ten (10) net minutes during which Plaintiff and the members of the Plaintiff Class were relieved of all duty for each four (4) hours of work or major fraction thereof; and (b) failed to pay Plaintiff and the members of the Plaintiff Class one (1) hour of pay at their regular rate of compensation for each workday that a compliant rest period was not authorized and permitted. On a typical twelve (12) to fourteen (14)-hour workday, Plaintiff was entitled to at least three (3) rest periods and received none.

36. Defendant has engaged in a company-wide practice and/or policy of not authorizing or permitting rest periods and not paying rest period premiums owed. Because of this practice and/or policy, Plaintiff and members of the Class have not received any rest periods and have received no premium pay for the rest periods they were denied.

<u>Defendant's Failure to Pay Overtime Wages at the Proper Regular Rate of Pay</u>

37. During the Relevant Time Period, Plaintiff and members of the Class were paid on a combined hourly and commission basis. California Labor Code § 510 and the applicable IWC wage order require employers to pay overtime wages at one and one-half (1½) times the employee's "regular rate of pay." The regular rate of pay for employees compensated on a commission basis must include all remuneration paid to the employee for employment in any workweek, including commission earnings, divided by the total hours worked in that workweek.

38. Throughout the Relevant Time Period, Defendant systematically failed to include Plaintiff's and Class Members' commission wages when calculating the regular rate of pay for overtime purposes. Instead, Defendant calculated and paid overtime premiums based solely on Plaintiff's base hourly rate of thirty-eight dollars ($38.00) per hour, without adding the commission component of the regular rate. As a result, all overtime wages paid to Plaintiff and the Class were systematically underpaid.

39. This is confirmed by Plaintiff's own pay stubs. The pay stub for the period of December 14–20, 2025 reflects gross earnings of $6,367.56 consisting of: Regular pay at a rate of $121.11/hour (30.22 hours, $3,659.48); PTO at $152.30/hour (8.00 hours, $1,218.43); and Overtime at $181.66/hour (8.20 hours, $1,489.65). The overtime rate of $181.66 equals exactly 1.5 times the $121.11 base hourly rate — confirming Defendant used the base hourly rate alone as the overtime multiplier. Plaintiff's W-2 for 2025 reflects total [redacted] — nearly $216,000 more than his base wages alone could account for. That difference represents commission income that was earned throughout 2025 but never incorporated into overtime calculations for any pay period during that year.

<u>Defendant's Failure to Pay All Wages Due at Termination of Employment</u>

40. At all times relevant hereto, California Labor Code § 201 required an employer that

discharges an employee to pay compensation due and owing to said employee immediately upon discharge. California Labor Code § 202 requires an employer to pay an employee who quits any compensation due and owing to said employee within seventy-two (72) hours of an employee's resignation. California Labor Code § 203 provides that if an employer willfully fails to pay compensation promptly upon discharge or resignation, as required under §§ 201 and 202, then the employer is liable for waiting time penalties in the form of continued compensation for up to thirty (30) workdays.

41. Plaintiff's employment with Defendant ended on or about April 15, 2026. Defendant willfully and knowingly failed to pay Plaintiff and the members of the Terminated Sub-Class upon separation of employment all accrued compensation, including but not limited to unpaid meal period premiums and unpaid rest period premiums owed for the violations described herein.

42. On information and belief, Defendant has a company-wide practice or policy of failing to pay all accrued wages, including earned commission wages on jobs in progress at termination, to departing employees and does not adhere to the time requirements set forth in Labor Code §§ 201 and 202.

Defendant's Failure to Provide Accurate Wage Statements

43. During the Relevant Time Period, Defendant has knowingly and intentionally provided Plaintiff and members of the Classes with uniform, incomplete, and inaccurate wage statements. Specifically, because Defendant does not record meal period clock-in and clock-out times, Defendant's wage statements fail to accurately reflect: all hours actually worked; gross wages earned, including all meal and rest period premiums owed; net wages earned; and all applicable hourly rates and the corresponding number of hours worked at each rate.

44. California Labor Code § 226(a) and the applicable IWC wage order require employers to furnish each employee with a statement itemizing, among other things, the total hours worked by the employee, on a semi-monthly basis or at the time of each payment of wages. California Labor Code § 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wage statements as set forth in § 226(a), then the employee is

entitled to recover the greater of all actual damages or $50 for the initial pay period in which a violation occurs and $100 per employee for each violation in a subsequent pay period, not to exceed $4,000.

45. Because Defendant failed to record meal period times and failed to pay meal and rest period premiums, Defendant's wage statements do not accurately reflect the correct net and gross wages earned, applicable rates of pay, and total hours worked. As a result, Plaintiff and members of the Classes have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full.

46. Plaintiff is informed and believe, and thereon allege, that Defendant did not maintain accurate business records pertaining to the total hours worked for Defendant by Plaintiff and the members of the Classes as required under Labor Code § 1174.5, including records of meal period start and stop times as required by the applicable IWC wage order.

47. As a result of not having kept accurate records, Plaintiff and members of the Plaintiff Class suffered injuries in the form of confusion over whether they received all wages owed to them, and difficulty and expense in reconstructing pay records.

<u>Defendant's Failure to Reimburse Business Expenses</u>

48. California Labor Code § 2802 requires employers to indemnify their employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties. Throughout the Relevant Time Period, Plaintiff and other non-exempt employees were required to use their personal cell phones to photograph vehicles being repaired, as required by Defendant. This use of personal cell phones constituted a necessary business expenditure incurred in the direct discharge of Plaintiff's job duties.

49. Defendant has not reimbursed Plaintiff or other Class Members for any portion of the costs associated with the required business use of their personal cell phones, including but not limited to data usage, storage, and wear on the devices. Defendant's failure to reimburse these expenses violates Labor Code § 2802.

50. Plaintiff is informed and believe, and based thereon allege, that Defendant is and were advised by skilled lawyers, other professionals, employees with human resources

backgrounds, and advisors with knowledge of the requirements of California wage and hour laws, and that at all relevant times, Defendant knew or should have known that the Plaintiff Class Members, including Plaintiff, were entitled to receive one hour of pay at the employee's regular rate of compensation for each day that a meal and rest period was not provided, accurate itemized wage statements, and all wages owed upon separation from employment.

Unfair Business Practices

51. Defendant has further engaged in, and continue to engage in, unfair business practices in California by practicing, employing, and utilizing the unlawful employment practices and policies outlined above.

52. Defendant's utilization of such unfair business practices constitutes unfair competition and provides an unfair advantage over Defendant's competitors.

53. As a direct result of the wage and hour violations herein alleged, Plaintiff and members of the Plaintiff Class have suffered, and continue to suffer, substantial losses related to the use and enjoyment of wages, lost interest on such wages, and expenses and attorneys' fees in seeking to compel Defendant to perform their obligations under state law, all to Plaintiff' and the Plaintiff Class members' respective damage in amounts according to proof at the time of trial.

Plaintiff' Exhaustion of Administrative Remedies

54. Plaintiff are currently complying with the procedures for bringing suit specified in Labor Code § 2699.3.

55. By letter dated April 28, 2026, required notice was provided to the Labor and Workforce Development Agency ("LWDA") and Defendant, of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.

56. This Complaint will be amended when more than sixty-five (65) days have passed since the date the notice was mailed to Defendant and the LWDA, if the LWDA chooses not to investigate the allegations herein.

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CLASS ACTION ALLEGATIONS

57. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

58. Pursuant to Code of Civil Procedure § 382, this action is brought and may be properly maintained as a class action. This action satisfies the ascertainability, numerosity, commonality, typicality, adequacy, predominance, and superiority requirements of those provisions.

59. The classes which Plaintiff seeks to represent are composed of, and defined as follows:

60. Plaintiff Class: All persons who have been, or currently are, employed by Defendant and who held, or hold, job positions which Defendant has classified as non-exempt employees in the State of California, at any time since four (4) years prior to filing this action through the date judgment is rendered in this action.

61. Terminated Sub-Class: All members of the Plaintiff Class whose employment ended during the Class Period. (Collectively, "Plaintiff Class" or "Class Members").

62. Numerosity: Plaintiff is informed and believe, and on that basis allege, that during the class period numerous Class Members have been employed by Defendant as non-exempt employees in the State of California. G & C Auto Body, Inc. employs a substantial workforce across multiple departments. Because so many persons have been employed by Defendant in this capacity, the members of the Plaintiff Class are so numerous that joinder of all members is impossible and/or impracticable.

63. Common Questions of Law and/or Fact: Common questions of law and fact exist as to all members of the Plaintiff Class and predominate over any questions affecting solely individual members of the Plaintiff Class. Among the questions of law and fact that are relevant to the adjudication of Class Members' claims are as follows:

- Whether Plaintiff and Class Members are subject to and entitled to the benefits of California wage and hour statutes;
- Whether Defendant had a standard policy of not providing compliant meal periods to Plaintiff and members of the Plaintiff Class;

- Whether Defendant failed to record meal period start and stop times for Plaintiff and members of the Plaintiff Class;
- Whether Defendant had a standard policy of not providing compliant rest periods to Plaintiff and members of the Plaintiff Class;
- Whether Defendant failed to pay meal and rest period premiums owed to Plaintiff and members of the Plaintiff Class;
- Whether Defendant failed to pay final wages to Plaintiff and members of the Terminated Sub-Class upon separation of employment;
- Whether Defendant unlawfully and/or willfully failed to provide Plaintiff and members of the Plaintiff Class with true and proper wage statements upon payment of wages;
- Whether Defendant failed to calculate and pay overtime wages at the correct regular rate of pay, including by failing to incorporate commission earnings into the regular rate calculation;
- Whether Defendant failed to reimburse Plaintiff and Class Members for necessary business expenses, including the use of personal cell phones, as required by Labor Code § 2802;
- Whether Plaintiff and members of the Plaintiff Class sustained damages, and if so, the proper measure of such damages, as well as interest, penalties, costs, attorneys' fees, and equitable relief; and,
- Whether Defendant's conduct as alleged herein violates the Unfair Business Practices Act of California (Bus. & Prof. Code, § 17200 et seq.).

64. Typicality: The claims of the named Plaintiff are typical of the claims of the members of the Plaintiff Class. Defendant's common course of conduct in failing to provide their non-exempt employees with compliant meal and rest periods, failing to record meal period times, failing to pay meal and rest period premiums, failing to pay overtime wages at the correct regular rate of pay (including by excluding commissions from the regular rate calculation), and failing to reimburse employees for necessary business expenses has caused Plaintiff and the proposed Class

to sustain the same or similar injuries and damages. Plaintiff' claims are thereby representative of and co-extensive with the claims of the proposed Class.

65. Adequacy of Representation: Plaintiff is an adequate representatives of the proposed Class because they are members of the class, and their interests do not conflict with the interests of the members they seek to represent. Plaintiff have retained competent counsel, experienced in the prosecution of complex class actions, and together Plaintiff and their counsel intend to prosecute this action vigorously for the benefit of the Class. The interests of the Class Members will fairly and adequately be protected by Plaintiff and their attorneys.

66. Superiority of Class Action: A class action is superior to other available methods for the fair and efficient adjudication of this litigation since individual litigation of the claims of all Class Members is impracticable. It would be unduly burdensome to the courts if these matters were to proceed on an individual basis. Further, individual litigation presents the potential for inconsistent or contradictory judgments, and an inequitable allocation of recovery among those with equally meritorious claims. By contrast, the class action device presents far fewer management difficulties, and provides the benefit of a single adjudication, economics of scale, and comprehensive supervision by a single court.

FIRST CAUSE OF ACTION

Failure to Provide Compliant Meal Periods

Labor Code §§ 226.7, 512, 516, 1198, and Applicable IWC Wage Orders

(By Plaintiff and Members of the Putative Class Against Defendant)

67. Plaintiff hereby incorporates by reference each and every one of the allegations contained in the preceding paragraphs as if the same were fully set forth herein.

68. Plaintiff is informed and believe, and thereon allege, that Plaintiff and the Class Members regularly worked more than five (5) hours per shift and were entitled to a meal period of not less than thirty (30) minutes without duty.

69. Nevertheless, Plaintiff is informed and believe, and thereon allege, that Defendant routinely failed to provide Plaintiff and the members of the Class with such meal periods without duty, notwithstanding the fact that Plaintiff and the members of the Class had not waived their right

to the same. Specifically, Defendant did not maintain a policy or practice of having employees clock in or out for meal periods, and meal periods were regularly provided late or not at all.

70. Thus, Defendant failed to provide Plaintiff and the members of the Class with compliant meal periods required by Labor Code §§ 226.7, 512, 516, and the applicable IWC wage order, and categorically failed to pay any and all meal period premiums due.

71. Employers must pay premium payments to employees for missed meal, rest, and recovery breaks at the employee's "regular rate of pay" instead of their base hourly rate. Ferra v. Loews Hollywood Hotel, LLC (2021) 11 Cal.5th 858. For employees paid on a combined hourly and commission basis, the regular rate of pay must include all remuneration earned, including commission wages. Here, Defendant paid meal and rest period premiums at Plaintiff's base hourly rate only, without factoring in commission earnings, resulting in an underpayment of all such premiums.

72. Plaintiff and Class Members seek damages pursuant to Labor Code § 226.7(b) and the applicable IWC wage order, in the amount of one additional hour of pay at the regular rate for each work day that a compliant meal period was not provided, the cumulative sum of which is to be determined at trial.

73. Plaintiff and members of the Class are entitled to civil penalties, attorney's fees, costs, and interest thereon.

SECOND CAUSE OF ACTION

Failure to Provide Compliant Rest Periods

Labor Code §§ 226.7, 516, 1198, and Applicable IWC Wage Orders

(By Plaintiff and Members of the Putative Class Against Defendant)

74. Plaintiff hereby incorporates by reference each and every one of the allegations contained in the preceding paragraphs as if the same were fully set forth herein.

75. Labor Code §§ 226.7, 516, and 1198, and the applicable IWC wage order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a rest period is not provided. The applicable IWC wage order provides that "[e]very employer shall authorize and permit all employees to take rest

periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof."

76. Plaintiff is informed and believe, and thereon allege, that Plaintiff and Class Members were entitled to a paid rest period of not less than ten (10) net minutes without duty for each and every four (4) hours or major fraction thereof worked during the workday.

77. Nevertheless, Plaintiff is informed and believe, and thereon allege, that Defendant routinely failed to authorize and permit Plaintiff and the members of the Plaintiff Class with such paid rest periods without duty, notwithstanding the fact that Plaintiff and the members of the Plaintiff Class had not waived their right to the same. Plaintiff regularly did not receive rest breaks to which they were entitled, and the rest breaks they did receive were not always compliant with California law.

78. Thus, Defendant failed to provide Plaintiff and Class Members with compliant rest periods as required by Labor Code §§ 226.7, 516, and 1198, and the applicable IWC wage order, and categorically failed to pay any and all rest period premiums due.

79. Plaintiff and Class Members seek damages pursuant to Labor Code § 226.7(b) and the applicable IWC wage order, in the amount of one additional hour of pay at the regular rate for each work day that a compliant rest period was not authorized and permitted, the cumulative sum of which is to be determined at trial.

80. Therefore, Plaintiff and members of the Plaintiff Class are entitled to compensation for Defendant's failure to provide rest periods, plus interest, attorneys' fees, expenses, and costs of suit pursuant to Labor Code § 226.7(b) and the applicable wage order.

THIRD CAUSE OF ACTION

Failure to Pay Wages at Time of Termination

Labor Code §§ 201-203 and Applicable IWC Wage Orders

(By Plaintiff and Members of the Terminated Sub-Class Against Defendant)

81. Plaintiff re-alleges and incorporate all preceding paragraphs as though fully set forth herein.

82. At all times relevant herein, Defendant was required to pay their employees all wages owed in a timely fashion during and at the end of their employment, pursuant to Labor Code §§ 201-203.

83. Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

84. As a pattern and practice, Defendant regularly failed to pay Plaintiff and the members of the Terminated Sub-Class their final wages pursuant to Labor Code §§ 201-203, including all unpaid overtime wages, earned commission wages on jobs in progress at termination, meal period premiums and rest period premiums for violations described herein, and accordingly owe waiting time penalties pursuant to Labor Code § 203.

85. On information and belief, Defendant has a company-wide practice or policy of failing to pay all accrued wages, including earned commission wages on jobs in progress at termination, to departing employees and does not adhere to the time requirements set forth in Labor Code §§ 201 and 202.

86. Plaintiff and members of the Terminated Sub-Class are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code § 203.

FOURTH CAUSE OF ACTION

Failure to Furnish Accurate Itemized Wage Statements and Maintain Accurate Records

Labor Code §§ 226, 1174.5, and Applicable IWC Wage Orders

(By Plaintiff and Members of the Putative Class Against Defendant)

87. Plaintiff hereby incorporates by reference each and every one of the allegations contained in the preceding paragraphs as if the same were fully set forth herein.

88. California Labor Code § 226(a) and the applicable IWC wage order require employers to furnish each employee with a statement itemizing, among other things, the total hours

worked by the employee, on a semi-monthly basis or at the time of each payment of wages.

89. California Labor Code § 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wage statements as set forth in § 226(a), then the employee is entitled to recover the greater of all actual damages or $50 for the initial pay period in which a violation occurs and $100 per employee for each violation in a subsequent pay period, not to exceed $4,000.

90. Defendant knowingly and intentionally failed to furnish Plaintiff and the members of the Classes with timely, itemized statements in compliance with Labor Code § 226(a). Because Defendant did not record meal period clock-in and clock-out times, and because Defendant failed to pay meal and rest period premiums owed, Defendant's wage statements fail to accurately reflect: (a) the total hours actually worked; (b) gross wages earned; (c) net wages earned; and (d) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each rate.

91. Plaintiff is informed and believe, and thereon allege, that Defendant did not maintain accurate business records pertaining to the total hours worked for Defendant by Plaintiff and the members of the Classes as required under Labor Code § 1174.5. This is a result of, among other things, Defendant's failure to record meal period start and stop times as required by the applicable IWC wage order.

92. As a result of not having kept accurate records, Plaintiff and members of the Plaintiff Class suffered injuries in the form of confusion over whether they received all wages owed to them, and difficulty and expense in reconstructing pay records, in addition to other injuries which may come to light during the discovery process.

93. Plaintiff and the members of the Plaintiff Class herein seek damages and penalties pursuant to Labor Code § 226(e) for Defendant's violations of Labor Code § 226(a), as well as preliminary and permanent injunctive relief and an award of reasonable attorneys' fees and costs pursuant to Labor Code § 226(h).

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FIFTH CAUSE OF ACTION

Failure to Pay Overtime Wages at the Correct Regular Rate of Pay

Labor Code §§ 510, 1194, 1198, and Applicable IWC Wage Orders

(By Plaintiff and Members of the Putative Class Against Defendant)

94. Plaintiff hereby incorporates by reference each and every one of the allegations contained in the preceding paragraphs as if the same were fully set forth herein.

95. California Labor Code § 510 and the applicable IWC wage order require employers to pay non-exempt employees one and one-half (1½) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours in a workday and forty (40) hours in a workweek, and double the employee's regular rate of pay for all hours worked in excess of twelve (12) hours in any workday. Labor Code § 1194 provides that any employee receiving less than the legal overtime compensation is entitled to recover the balance in a civil action. For employees compensated in part by commissions, the regular rate of pay must include all remuneration earned during the workweek, including commissions, divided by total hours worked.

96. During the Relevant Time Period, Plaintiff and Class Members regularly worked in excess of eight (8) hours per day and forty (40) hours per week. Despite regularly working shifts of twelve (12) to fourteen (14) hours per day, Defendant failed to pay Plaintiff and Class Members all overtime wages owed. Defendant calculated overtime based solely on Plaintiff's base hourly rate of $38.00 per hour, without including commission earnings in the regular rate calculation, thereby systematically underpaying all overtime compensation owed. Defendant further improperly included paid time off (PTO) hours in the total hours worked when computing overtime, further understating the regular rate and the amount of overtime owed.

97. Plaintiff and Class Members are entitled to recover all unpaid overtime compensation, interest thereon, and reasonable attorneys' fees and costs pursuant to Labor Code §§ 1194 and 1194.2.

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SIXTH CAUSE OF ACTION

Failure to Reimburse Necessary Business Expenses

Labor Code § 2802 and Applicable IWC Wage Orders

(By Plaintiff and Members of the Putative Class Against Defendant)

98. Plaintiff hereby incorporates by reference each and every one of the allegations contained in the preceding paragraphs as if the same were fully set forth herein.

99. California Labor Code § 2802 requires employers to indemnify employees for all necessary expenditures or losses incurred in direct consequence of the discharge of their duties. This obligation includes reimbursement for reasonable costs of personal cell phone use where the employer requires employees to use their personal devices for work purposes. See Cochran v. Schwan's Home Service, Inc. (2014) 228 Cal.App.4th 1137, 1140.

100. Throughout the Relevant Time Period, Defendant required Plaintiff and other Class Members to use their personal cell phones to photograph vehicles as part of their job duties as auto body mechanics. Defendant provided no reimbursement for the costs associated with this mandatory business use, including data usage, storage costs, and wear on the devices. Defendant's failure to reimburse these necessary business expenditures violates Labor Code § 2802.

101. Plaintiff and Class Members are entitled to recover all unreimbursed business expenses, interest thereon, and reasonable attorneys' fees and costs pursuant to Labor Code § 2802.

SEVENTH CAUSE OF ACTION

Violations of Business & Professions Code § 17200 et seq.

(By Plaintiff and the Members of the Plaintiff Class Against Defendant)

102. Plaintiff re-alleges and incorporate all preceding paragraphs as though fully set forth herein.

103. Business & Professions Code § 17200 defines unfair competition to include "unlawful, unfair or fraudulent business practices."

104. Plaintiff and all proposed Class Members are "persons" within the meaning of Business & Professions Code § 17204, who have suffered injury in fact and have lost money or property as a result of Defendant's unfair competition.

105. Defendant has been committing, and continue to commit, acts of unfair competition by engaging in the unlawful, unfair, and fraudulent business practices and acts described in this Complaint, including but not limited to:

- violations of Labor Code §§ 226.7, 512, 516, and 1198;
- violations of Labor Code §§ 226.7, 516, and 1198;
- violations of Labor Code §§ 201-203;
- violations of Labor Code §§ 226(a) and 1174.5;
- violations of Labor Code §§ 510 and 1194; and,
- violations of Labor Code § 2802.

106. As a result of their unlawful, unfair, and/or fraudulent business acts and practices, Defendant has reaped and continue to reap unfair benefits and illegal profits at the expense of Plaintiff and proposed Class Members. Defendant's unlawful, unfair, and/or fraudulent conduct has also enabled Defendant to gain an unfair competitive advantage over law-abiding employers and competitors.

107. Business & Professions Code § 17203 provides that the Court may restore to an aggrieved party any money or property acquired by means of the unlawful, unfair, and/or fraudulent business acts or practices.

108. Plaintiff seeks a court order enjoining Defendant from the unlawful, unfair, and/or fraudulent activity alleged herein.

109. Pursuant to California Civil Code § 3287(a), Plaintiff and other members of the Plaintiff Class are entitled to recover pre-judgment interest on wages earned, but not paid.

110. Plaintiff further seek an order requiring an audit and accounting of the payroll records to determine the amount of restitution of all unpaid wages owed to themselves and members of the proposed Plaintiff Class, according to proof, as well as a determination of the amount of funds to be paid to current and former employees that can be identified and located pursuant to a court order and supervision.

111. Plaintiff seeks restitution for themselves and all others similarly situated of these amounts, including all earned and unpaid wages, attorneys' fees, and costs pursuant to Code of Civil

Procedure § 1021.5.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, and the Class Members pray for judgment as follows:

1. For an order certifying the proposed Plaintiff Class and Terminated Sub-Class;

3. For an order that counsel for Plaintiff be appointed class counsel;

2. Designation of Plaintiff as the class representatives of the Plaintiff Class and Terminated Sub-Class;

4. For restitution of all monies due to Plaintiff and the members of the Plaintiff Class and disgorgement of all profits from the unlawful business practices of Defendant;

5. Prejudgment and post-judgment interest on all sums awarded;

6. For compensatory damages;

7. For penalties pursuant to Labor Code §§ 226, 226.7;

8. For interest accrued to date;

9. For costs of suit and expenses incurred herein pursuant to Labor Code §§ 226 and 1194;

10. For reasonable attorneys' fees pursuant to Labor Code § 226 and Code of Civil Procedure § 1021.5, and/or other applicable law; and,

11. A declaratory judgment that Defendant has knowingly and intentionally violated the following provisions of law:

- California Labor Code §§ 226.7, 512, 516, and 1198 for failing to provide compliant meal periods;
- California Labor Code §§ 226.7, 516, and 1198 for failing to provide compliant rest periods;
- California Labor Code §§ 201-203 for failing to pay all wages owed at termination;
- California Labor Code §§ 226(a) and 1174.5 for failing to provide accurate, itemized wage statements and failing to maintain accurate records;
- California Labor Code §§ 510 and 1194 for failing to pay overtime wages at the correct regular rate of pay;

- California Labor Code § 2802 for failing to reimburse necessary business expenses; and,
- Business & Professions Code §§ 17200-08 for violating the provisions set forth hereinabove.

12. For all such other and further relief that the Court may deem just and proper.

DATED: May 22, 2026

BRADLEY/GROMBACHER, LLP

By: /s/ Marcus J. Bradley

Marcus Bradley, Esq.
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Attorneys for Plaintiff and others similarly situated