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 SUPERIOR COURT SAN JOAQUIN

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Attorneys for Plaintiff STEPHEN PIAZZA,
 on behalf of himself and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR THE COUNTY OF SAN JOAQUIN

STEPHEN PIAZZA, on behalf of himself and
 others similarly situated,

Case No. STK-CV-UOE-2026-000948

CLASS ACTION

Plaintiff,

Assigned for All Purposes To:
 Hon. George J. Abdallah
 Dept.: 10A

vs.

STOCKTON AUTOMOTIVE HOLDINGS I
 LLC dba BIG VALLEY FORD and GEE BIG
 VALLEY FORD, a Washington company;
 BIG VALLEY FORD, INC., a Delaware
 corporation; and DOES 1 through 50,
 inclusive,

FIRST AMENDED CLASS ACTION COMPLAINT FOR:

Defendants.

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. Failure to Keep Required Payroll Records Under Labor Code §§ 1174 and 1174.5;
10. Penalties Pursuant to Labor Code § 203;
11. Violation of Business & Professions Code § 17200 *et seq.*; and
12. Penalties Pursuant to Labor Code § 2699, *et seq.*

DEMAND FOR JURY TRIAL

BY FAX

1 Plaintiff STEPHEN PIAZZA, (hereinafter “Plaintiff”) on behalf of himself and all others
2 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
6 Employees within the State of California who, at any time four (4) years prior to the filing of this
7 lawsuit, are or were employed as non-exempt, hourly employees by Defendants STOCKTON
8 AUTOMOTIVE HOLDINGS I LLC dba BIG VALLEY FORD and GEE BIG VALLEY FORD, a
9 Washington Company; BIG VALLEY FORD, INC., a Delaware corporation; and DOES 1
10 through 50 (all defendants being collectively referred to herein as “Defendants”). Plaintiff alleges
11 that Defendants, and each of them, violated various provisions of the California Labor Code,
12 relevant orders of the Industrial Welfare Commission (IWC) and California Business &
13 Professions Code, and seeks redress therefore.

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

25 3. Defendants required Plaintiff and the Employees in the Class to perform work off
26 the clock and failed to record accurate time worked by these Employees, failed to pay all wages
27 due and owing at termination or resignation, and provided Plaintiff and Class members with
28 inaccurate wage statements that prevented them from learning of these unlawful pay practices.

Defendants also failed to provide Plaintiff and the Class with lawful meal and rest periods, as employees were not provided with the opportunity to take timely, uninterrupted, and duty-free meal and rest periods as required by the Labor Code.

THE PARTIES

A. The Plaintiff

4. Plaintiff STEPHAN PIAZZA has resided in California and during the time period relevant to this Complaint was employed by Defendants as a non-exempt hourly employee within the State of California.

B. The Defendants

5. Defendant STOCKTON AUTOMOTIVE HOLDINGS I LLC dba BIG VALLEY FORD and GEE BIG VALLEY FORD is a Washington limited liability company with its principle executive offices in Milwaukie, Oregon and has been listed as the employer on the paystubs issued to Plaintiff during the relevant time period. Defendant STOCKTON AUTOMOTIVE HOLDINGS I LLC dba BIG VALLEY FORD and GEE BIG VALLEY FORD does not list a California with the California Secretary of State; however, upon information and belief, employs Plaintiff and the Class members at Defendants' offices and facilities in Stockton, California and throughout California and conducts business throughout California.

6. Defendant BIG VALLEY FORD, INC. is a Delaware corporation with its principle executive offices in Stockton, California and has been listed as the employer on documents issued to Plaintiff during the relevant time period. Defendant BIG VALLEY FORD, INC lists a California address with the California Secretary of State in Stockton, California and employs Plaintiff and the Class members at Defendants' offices and facilities in Stockton, California and throughout California and conducts business throughout California.

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

1 some manner for the unlawful acts referred to herein.

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

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

14 **JURISDICTION AND VENUE**

15 10. This Court has jurisdiction over this Action pursuant to California Code of Civil
16 Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought
17 as a Class Action on behalf of similarly situated Employees of Defendants pursuant to California
18 Code of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district
19 pursuant to California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the
20 obligations and liabilities giving rise to this lawsuit occurred at least in part in San Joaquin County
21 and Defendants maintain and operate company offices and facilities in San Joaquin County, and
22 employ Plaintiff and other Class members in San Joaquin County and throughout California.

23 **FACTUAL BACKGROUND**

24 11. The Employees who comprise the Class and Collective, including Plaintiff, are
25 nonexempt employees pursuant to the applicable Wage Order of the IWC. Defendants hire
26 Employees who work in nonexempt positions at the direction of Defendants in the State of
27 California. Plaintiff and the Class members were either not paid by Defendants for all hours
28 worked or were not paid at the appropriate minimum, regular, and overtime rates. Specifically,

1 Plaintiff and Employees were not paid for all the overtime hours they worked, including time
2 spent working off the clock by answering phone calls and text messages from supervisors and
3 clients and while clocked out for meal breaks. Plaintiff also contends that Defendants failed to
4 pay Plaintiff and the Class members all wages due and owing and failed to provide meal and rest
5 breaks, all in violation of various provisions of the California Labor Code and applicable Wage
6 Orders.

7 12. Further Defendants direct Plaintiff and Employees to record their time using
8 rounded hours on a paper time sheet. Plaintiff and Employees could have recorded their start and
9 end times to the real-time minute; however, Defendants had a policy and practice of requiring
10 Plaintiff and Employees to record rounded time entries rather than paying Plaintiff and the
11 Employees for all hours and minutes they actually worked. Defendants generally rounded time
12 entries to the detriment of Plaintiff and Employees, and these unlawfully rounded time entries
13 were inputted into Defendants' payroll system from which wage statements and payroll checks
14 were created. Defendants did so with the ostensible intent of minimizing overtime obligations and
15 of paying Plaintiff and the Class members only for the hours they were scheduled to work, rather
16 than the hours they were actually under Defendants' control. Plaintiff contends this policy is not
17 neutral and results, over time, to the detriment of the Class members by systematically
18 undercompensating them.

19 13. Additionally, Defendants paid Plaintiff and Employees nondiscretionary
20 commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses. However, upon
21 information and belief, Defendants failed to incorporate all remunerations, including
22 nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses,
23 into the calculation of the regular rate of pay for purposes of calculating the overtime wage rate.
24 Therefore, during times when Plaintiff and Employees worked overtime and received
25 nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses,
26 Defendants failed to pay all overtime wages by paying a lower overtime rate than required. Lastly,
27 Defendants failed to incorporate the prevailing wage rate into the regular rate of pay used to
28 calculate and pay for overtime and double time pay.

1 14. From at least four (4) years prior to the filing of this lawsuit and continuing to the
2 present, Defendants paid Plaintiff and Employees nondiscretionary commissions, incentive pay,
3 shift differentials, and/or nondiscretionary bonuses. However, upon information and belief,
4 Defendants failed to incorporate all remunerations, including nondiscretionary commissions,
5 incentive pay, shift differentials, and/or nondiscretionary bonuses, into the calculation of the
6 regular rate of pay for purposes of calculating sick pay. Additionally, Defendants failed to
7 incorporate the prevailing wage rate into the regular rate of pay used to calculate sick pay.
8 Therefore, during times when Plaintiff and Employees worked overtime and received
9 nondiscretionary commissions, incentive pay, shift differentials, nondiscretionary bonuses, and/or
10 prevailing wages, Defendants failed to pay all sick pay by paying a lower overtime rate than
11 required.

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

23 16. Throughout the course of Plaintiff and the Class members' employment with
24 Defendants, they were required to work during their meal and rest breaks which were not
25 compensated by Defendants in violation of the California Labor Code. Plaintiff and the Class
26 members were also not paid regular wages and overtime for the time they were required to
27 comply with other requirements imposed upon them, which they had to complete while working
28 during their meal breaks and without compensation. As a result, Plaintiff and the Class members

1 worked shifts over eight (8) hours in a day and over forty (40) hours in a work week, but they
2 were not paid at the appropriate overtime rate for all such hours, including by being required to
3 perform work duties and tasks without pay and while off-the-clock. As a result, Plaintiff and the
4 Class members worked substantial overtime hours during their employment with Defendants for
5 which they were not compensated, in violation of the California Labor Code, applicable IWC
6 Wage Orders.

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

18 18. Therefore, from at least four (4) years prior to the filing of this lawsuit and
19 continuing to the present, Defendants had a consistent policy or practice of failing to pay
20 Employees for all hours worked and failing to pay minimum wage for all time worked as required
21 by California Law.

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

28 20. Additionally from at least four (4) years prior to the filing of this lawsuit and

1 continuing to the present, Defendants have required Employees to work shifts in excess of five (5)
2 hours without providing them with uninterrupted off-duty meal periods of not less than thirty (30)
3 minutes and shifts in excess of ten (10) hours without providing them with uninterrupted second
4 meal periods of not less than thirty minutes; nor did Defendants pay Employees “premium pay,”
5 i.e. one hour of wages at each Employee’s effective regular rate of pay, for each meal period that
6 Defendants failed to provide or deficiently provided.

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

13 22. Additionally, from at least four (4) years prior to the filing of this lawsuit, and
14 continuing to the present, Defendants have consistently failed to provide Employees with timely,
15 accurate, and itemized wage statements as required by California wage-and-hour laws.
16 Specifically, Defendants failed in their affirmative obligation to keep accurate records of the
17 correct overtime wages based on proper regular rate calculations that included nondiscretionary
18 commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses earned, and the
19 total amount of compensation of their Employees. The wage statements given to Class Members
20 also failed to incorporate the prevailing wage rate into the regular rate of pay used to calculate and
21 pay for overtime, double time, sick pay, vacation pay, and meal and rest break premiums.
22 Furthermore, Employees’ wage statements did not include: the total hours worked in violation of
23 Labor Code § 226(a)(2) and failed to accurately set forth all applicable hourly rates in effect
24 during the pay period and the corresponding number of hours worked at each such rate in violation
25 of Labor Code § 226(a)(9). Moreover, the wage statements given to Employees by Defendants
26 failed to accurately account for wages, overtime, and premium pay for deficient meal periods and
27 rest breaks all of which Defendants knew or reasonably should have known were owed to
28 Employees, as alleged hereinabove. The wage statements provided to Employees were confusing

1 and required Employees to engage in discovery and refer to outside sources to verify whether their
2 pay was correct, potentially resulting in a miscalculation by the Employees.

3 23. From at least four (4) years prior to the filing of this lawsuit and continuing to the
4 present, Defendants have failed to reimburse Employees for expenses necessarily incurred in the
5 performance of their job duties for Defendants including business cards, personal laptop usage, a
6 desk light, and pens which were necessary to perform their duties under Defendants' employ in
7 violation of Labor Code § 2802.

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

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

15 26. In light of the foregoing, Employees bring this action pursuant to, inter alia, Labor
16 Code §§ 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.7, 227.3, 245 *et seq.*, 246, 510, 512, 558,
17 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2 1197, 1198, 1199, 2698, 2699, *et seq.*, and
18 2802.

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

22 **CLASS ALLEGATIONS**

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

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

- 1 a. Subclass 1. Minimum Wages Subclass. All Class members who were not
2 compensated for all hours worked for Defendants at the applicable minimum wage.
- 3 b. Subclass 2. Wages and Overtime Subclass. All Class members who were not
4 compensated for all hours worked for Defendants at the required rates of pay, including for all
5 hours worked in excess of eight in a day and/or forty in a week.
- 6 c. Subclass 3. Vacation Wages Subclass. All Class members who were not
7 compensated at the Employee's regular rate of pay for their vacation wages.
- 8 d. Subclass 4. Sick Pay Subclass. All Class members who were not compensated at
9 the Employee's regular rate of pay for their sick pay wages.
- 10 e. Subclass 5. Meal Period Subclass. All Class members who were subject to
11 Defendants' policy and/or practice of failing to provide unpaid 30-minute uninterrupted and duty-
12 free meal periods or one hour of pay at the Employee's regular rate of pay in lieu thereof.
- 13 f. Subclass 6. Rest Break Subclass. All Class members who were subject to
14 Defendants' policy and/or practice of failing to authorize and permit Employees to take
15 uninterrupted, duty-free, 10-minute rest periods for every four hours worked, or major fraction
16 thereof, and failing to pay one hour of pay at the Employee's regular rate of pay in lieu thereof.
- 17 g. Subclass 7. Payroll Records Subclass. All Class members who were subject to
18 Defendants' policy and/or practice of failing to keep accurate time and wage records as required
19 by California wage-and-hour laws.
- 20 h. Subclass 8. Wage Statement Subclass. All Class members who, within the
21 applicable limitations period, were not provided with accurate, itemized wage statements.
- 22 i. Subclass 9. Failure to Reimburse for Necessary Business Expenditures. All Class
23 members who were subject to Defendants' failure to reimburse for expenses necessarily incurred
24 in the performance of Employees job duties for Defendants.
- 25 j. Subclass 10. Termination Pay Subclass. All Class members who, within the
26 applicable limitations period, either voluntarily or involuntarily separated from their employment
27 and were subject to Defendants' policy and/or practice of failing to timely pay wages upon
28 termination.

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

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

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

10 **A. Numerosity**

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

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

19 **B. Commonality**

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

- 23 a. Whether Defendants failed to pay Employees minimum wages;
- 24 b. Whether Defendants failed to pay Employees wages for all hours worked;
- 25 c. Whether Defendants failed to pay Employees overtime as required under Labor
26 Code § 510;
- 27 d. Whether Defendants failed to pay Employees vacation wages as required under
28 Labor Code § 227.3;

- 1 e. Whether Defendants failed to pay Employees sick pay as required under Labor
2 Code § 245;
- 3 f. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable
4 IWC Wage Orders, by failing to provide Employees with requisite meal periods or
5 premium pay in lieu thereof;
- 6 g. Whether Defendants violated Labor Code § 226.7, and the applicable IWC Wage
7 Orders, by failing to provide Employees with requisite rest breaks or premium pay
8 in lieu thereof;
- 9 h. Whether Defendants violated Labor Code § 226(a);
- 10 i. Whether Defendants violated Labor Code §§ 1174 and 1174.5;
- 11 j. Whether Defendants failed to reimburse Employees for necessary business
12 expenses;
- 13 k. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay
14 wages and compensation due and owing at the time of termination of employment;
- 15 l. Whether Defendants are liable for penalties under Labor Code § 2699, *et seq.*;
- 16 m. Whether Defendants violated Business and Professions Code § 17200 *et seq.*; and
- 17 n. Whether Employees are entitled to equitable relief pursuant to Business and
18 Professions Code § 17200 *et seq.*

19 **C. Typicality**

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

24 **D. Adequacy of Representation**

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

28 ///

1 **E. Superiority of Class Action**

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

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

10 **FIRST CAUSE OF ACTION**

11 **FAILURE TO PAY MINIMUM WAGES**

12 **(Against All Defendants)**

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

15 40. Defendants failed to pay Employees minimum wages for all hours worked.
16 Defendants had a consistent policy of misstating Employees time records and failing to pay
17 Employees for all hours worked. Employees would work hours and not receive wages, including
18 as alleged above in connection with the rounding of timekeeping entries and working off the
19 clock by receiving and answering phone calls and text messages from supervisors and clients and
20 while clocked out for meal breaks. Defendants thus regularly failed to pay minimum wages to
21 Plaintiff and Class members. Moreover, Defendants did not pay Plaintiff and Employees at the
22 applicable minimum wage for all hours worked. Defendants' uniform pattern of unlawful wage
23 and hour practices manifested, without limitation, applicable to the Class as a whole, as a result
24 of implementing a uniform policy and practice that denied accurate compensation to Plaintiff and
25 the other members of the Class as to minimum wage pay.

26 41. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage"
27 states:

28 The minimum wage for employees fixed by the commission is the

1 minimum wage to be paid to employees, and the payment of a less
2 wage than the minimum so fixed is unlawful.

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

6 43. The minimum wage provisions of California Labor Code are enforceable by private
7 civil action pursuant to California Labor Code § 1194(a) which states:

8 Notwithstanding any agreement to work for a lesser wage, any
9 employee receiving less than the legal minimum wage or the legal
10 overtime compensation applicable to the employee is entitled to
recover in a civil action the unpaid balance of the full amount of
this minimum wage or overtime compensation, including interest
thereon, reasonable attorney's fees and costs of suit.

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

13 45. California Labor Code § 1194.2 also provides for the following remedies:

14 In any action under Section 1194 . . . to recover wages because of
15 the payment of a wage less than the minimum wages fixed by an
16 order of the commission, an employee shall be entitled to recover
liquidated damages in an amount equal to the wages unlawfully
unpaid and interest thereon.

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

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

24 **SECOND CAUSE OF ACTION**

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

26 **(Against All Defendants)**

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

1 49. By their conduct, as set forth herein, Defendants violated California Labor Code §
2 510 (and the relevant orders of the Industrial Welfare Commission) by failing to pay Employees:
3 (a) time and one-half their regular hourly rates for hours worked in excess of eight (8) hours in a
4 workday or in excess of forty (40) hours in any workweek or for the first eight (8) hours worked
5 on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours
6 worked in excess of twelve (12) hours in any one (1) day or for hours worked in excess of eight
7 (8) hours on any seventh day of work in a workweek. Defendants had a consistent policy of not
8 paying Employees wages for all hours worked including time spent working off the clock by
9 receiving and answering phone calls and text messages from supervisors and clients and time
10 spent working while clocked out for meal breaks and as a result of the rounding of timekeeping
11 entries. Moreover, Plaintiff alleges that Defendants failed to pay for all overtime hours worked
12 and/or paid overtime hours at the regular hourly rate instead of one and a half times the regular
13 rate. Employees regularly worked over 8 hours on a given day without receiving overtime
14 compensation.

15 50. Furthermore, on information and belief, Defendants did not pay Plaintiff and
16 Employees the correct overtime rate for the recorded overtime hours that they generated. In
17 addition to an hourly wage, Defendants paid Plaintiff and Employees nondiscretionary
18 commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses. However, upon
19 information and belief, Defendants failed to incorporate all remunerations, including
20 nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary
21 bonuses, into the calculation of the regular rate of pay for purposes of calculating the overtime
22 wage rate.

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

27 52. Defendants' failure to pay compensation in a timely fashion also constituted a
28 violation of California Labor Code § 204, which requires that all wages shall be paid

1 semimonthly. From four (4) years prior to the filing of this lawsuit to the present, in direct
2 violation of that provision of the California Labor Code, Defendants have failed to pay all wages
3 and overtime compensation earned by Employees. Each such failure to make a timely payment of
4 compensation to Employees constitutes a separate violation of California Labor Code § 204.

5 53. Employees have been damaged by these violations of California Labor Code §§
6 204 and 510 (and the relevant orders of the Industrial Welfare Commission).

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

11 **THIRD CAUSE OF ACTION**

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

13 **(Against All Defendants)**

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

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

21 57. Defendants failed to provide Employees with compliant meal periods as required
22 under the Labor Code. Employees were required to take meal periods after working well beyond
23 the five (5) hour shifts and what meal periods were provided were often less than thirty (30)
24 minutes. Additionally, Plaintiff and Employees were required to keep their cell phones on during
25 meal periods resulting in interruptions during their meal periods. Furthermore, Employees were
26 regularly required to work for more than 10 hours in a given shift without receiving a second thirty
27 (30) minute meal period as required by law.

28 58. Moreover, Defendants failed to compensate Employees for each meal period not

1 provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and
2 20 of the applicable IWC Wage Orders, which provide that, if an employer fails to provide an
3 employee a meal period in accordance with this section, the employer shall pay the employee one
4 hour of pay at the employee's regular rate of compensation for each workday that the meal period
5 is not provided. Additionally, as detailed above, when Defendants did pay meal period premiums,
6 they did so at the normal regular rate of pay without factoring in all forms or
7 remuneration/compensation or by otherwise incorrectly calculating the regular rate.

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

11 **FOURTH CAUSE OF ACTION**

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

13 **(Against All Defendants)**

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

16 61. Employees consistently worked consecutive four (4) hour shifts. Pursuant to the
17 Labor Code and the applicable IWC Wage Order, Employees were entitled to paid rest breaks of
18 not less than ten (10) minutes for each consecutive four (4) hour shift.

19 62. Defendants failed to provide Employees with timely, uninterrupted rest breaks of
20 not less than ten (10) minutes for each consecutive four (4) hour shift. Employees were required to
21 keep their cell phones on during rest breaks resulting in interruptions.

22 63. Moreover, Defendants failed to compensate Employees for each rest period not
23 provided or inadequately provided, as required under Labor Code § 226.7 and the applicable IWC
24 Wage Orders, which provide that, if an employer fails to provide an employee a rest period in
25 accordance with this section, the employer shall pay the employee one hour of pay at the
26 employee's regular rate of compensation for each workday that the rest period is not provided.
27 Defendants failed to compensate the Employees in the Class for each rest period not provided or
28 inadequately provided, as required under Labor Code § 226.7 and the applicable IWC Wage

1 Order. Additionally, as detailed above, when Defendants did pay rest period premiums, they did
2 so at the normal regular rate of pay without factoring in all forms or remuneration/compensation
3 or by otherwise incorrectly calculating the regular rate.

4 64. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in
5 an amount equal to one (1) hour of wages at their effective hourly rates of pay for each day
6 worked without the required rest breaks, a sum to be proven at trial.

7 **FIFTH CAUSE OF ACTION**
8 **FAILURE TO PAY VACATION WAGES**
9 **(Against All Defendants)**

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

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

16 67. Defendants paid non-discretionary bonuses, commissions, and/or shift differentials
17 to Employees but Defendants failed to include these forms of remuneration in the regular rate of
18 pay upon which vacation wages were calculated and paid.

19 68. Therefore, Plaintiff and Employees seek to recover penalties pursuant to Labor
20 Code § 227.3.

21 **SIXTH CAUSE OF ACTION**
22 **FAILURE TO COMPLY WITH LABOR CODE §§ 245 *ET SEQ.* AND 246**
23 **(Against All Defendants)**

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

26 70. California Labor Code § 245 *et seq.* requires that Defendants provide paid sick time
27 to Employees, including at the amount, terms, and rate of compensation set forth in said law. At
28 times relevant, Defendants have failed to compute the amount due for paid sick time in

1 conformance with the pay calculation under California Labor Code § 246(1).

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

9 72. Therefore, Plaintiff and Employees seek to recover penalties pursuant to Labor
10 Code §§ 245 *et seq.* and 246.

11 **SEVENTH CAUSE OF ACTION**
12 **VIOLATION OF LABOR CODE § 226(a)**
13 **(Against All Defendants)**

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

16 74. California Labor Code § 226(a) requires an employer to furnish each of his or her
17 employees with an accurate, itemized statement in writing showing the gross and net earnings,
18 total hours worked, and the corresponding number of hours worked at each hourly rate; these
19 statements must be appended to the detachable part of the check, draft, voucher, or whatever else
20 serves to pay the employee's wages; or, if wages are paid by cash or personal check, these
21 statements may be given to the employee separately from the payment of wages; in either case the
22 employer must give the employee these statements twice a month or each time wages are paid.

23 75. Defendants failed to provide Employees with accurate itemized wage statements in
24 writing, as required by the Labor Code. Specifically, the wage statements given to Employees, by
25 Defendants, failed to accurately account for wages, overtime, and premium pay for deficient meal
26 periods and rest breaks, and reflected incorrect hours worked due to rounding all of which
27 Defendants knew or reasonably should have known were owed to Employees, as alleged
28 hereinabove. Additionally, Defendants failed in their affirmative obligation to keep accurate

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

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

18 77. Pursuant to Labor Code §§ 226(a) and 226(e), Employees are entitled to recover
19 the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
20 occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not
21 exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an
22 award of costs and reasonable attorneys' fees.

23 78. With respect to violations of Labor Code § 226, Labor Code § 226.3 imposes a
24 civil penalty of two hundred and fifty dollars (\$250) for initial violations for each employee for
25 each pay period, and one thousand dollars (\$1000) for each subsequent violation for each
26 employee for each pay period.

27 79. Plaintiff is seeking penalties against Defendants under Labor Code § 226.3, and
28 any other applicable statute allowing recovery of penalties as alleged herein in an amount to be

1 shown according to proof.

2 **EIGHTH CAUSE OF ACTION**
3 **FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENDITURES**
4 **IN VIOLATION OF LABOR CODE § 2802**

5 **(Against All Defendants)**

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

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

11 82. Employees incurred necessary expenditures in the performance of their job duties
12 for Defendants, namely the cost of remote work expenses, including business cards, personal
13 laptop usage, a desk light, and pens which were necessary to perform their duties under
14 Defendants' employ. From four (4) years prior to the original filing of this lawsuit and continuing
15 to the present, Defendants consistently failed to reimburse Employees for these necessarily
16 incurred business expenses.

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

20 **NINTH CAUSE OF ACTION**
21 **FAILURE TO KEEP REQUIRED PAYROLL RECORDS UNDER LABOR CODE §§ 1174**
22 **AND 1174.5**

23 **(Against All Defendants)**

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

26 85. California Labor Code § 1174 requires that all employers shall keep accurate time
27 and wage records for all employees. California Labor Code § 1174.5 further requires that any
28 employee suffering injury due to a willful violation of the aforementioned obligations may seek

1 damages, including civil penalties, from the employer.

2 86. During the course of Plaintiff's and Employees' employment, Defendants
3 consistently failed to maintain accurate time and wage records for Plaintiff and Employees as
4 required by California Labor Code § 1174 by failing to pay Plaintiff and Employees proper wages,
5 overtime, and premium pay as discussed above.

6 87. Accordingly, Defendants are liable for civil penalties pursuant to the California
7 Labor Code § 1174.5. for the three (3) years prior to the filing of this Complaint.

8 **TENTH CAUSE OF ACTION**
9 **VIOLATION OF LABOR CODE § 203**
10 **(Against All Defendants)**

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

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

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

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

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

23 **ELEVENTH CAUSE OF ACTION**
24 **VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 *ET SEQ.***
25 **(Against All Defendants)**

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

28 94. Plaintiff, on behalf of himself, Employees, and the general public, brings this claim

1 pursuant to Business & Professions Code § 17200 *et seq.* The conduct of Defendants as alleged in
2 this Complaint has been and continues to be unfair, unlawful, and harmful to Employees and the
3 general public. Plaintiff seeks to enforce important rights affecting the public interest within the
4 meaning of Code of Civil Procedure § 1021.5.

5 95. Plaintiff is a “person” within the meaning of Business & Professions Code
6 § 17204, has suffered injury, and therefore has standing to bring this cause of action for injunctive
7 relief, restitution, and other appropriate equitable relief.

8 96. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair
9 business practices.

10 97. Wage-and-hour laws express fundamental public policies. Paying employees their
11 wages and overtime, providing them with meal and rest periods, etc., are fundamental public
12 policies of California. Labor Code § 90.5(a) articulates the public policies of this State vigorously
13 to enforce minimum labor standards, to ensure that employees are not required or permitted to
14 work under substandard and unlawful conditions, and to protect law-abiding employers and their
15 employees from competitors who lower costs to themselves by failing to comply with minimum
16 labor standards.

17 98. Defendants have violated statutes and public policies. Through the conduct alleged
18 in this Complaint, Defendants have acted contrary to these public policies, have violated specific
19 provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in
20 violation of Business & Professions Code § 17200 *et seq.* Defendants’ conduct has deprived
21 Plaintiff, and all persons similarly situated, and all interested persons, of the rights, benefits, and
22 privileges guaranteed to all employees under the law.

23 99. Defendants’ conduct, as alleged hereinabove, constitutes unfair competition in
24 violation of the Business & Professions Code § 17200 *et seq.*

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

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

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

TWELFTH CAUSE OF ACTION

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

(Against All Defendants)

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

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

105. Plaintiff seeks penalties under Labor Code §§ 2698 and 2699 for Defendants' violation of all Labor Code provisions included under Labor Code § 2699.5 and includes the penalty provisions, without limitation, based on the following California Labor Code sections: 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.7, 227.3, 245 *et seq.*, 246, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.*, and 2802.

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

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

- (a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial

violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was 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.

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

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

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

109. Plaintiff has exhausted his administrative remedy by sending a certified letter to the LWDA and Defendants postmarked on July 16, 2026. The LWDA has not provided notice of its intent to investigate the alleged violations within 65 calendar days of the postmark date of the letters.

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

1. For an order certifying this action as a class action;
2. For compensatory damages in the amount of the unpaid minimum wages for work performed by Employees and unpaid overtime compensation from at least four (4) years prior to the filing of this action, as may be proven;

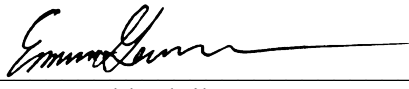
3. For liquidated damages in the amount equal to the unpaid minimum wage and interest thereon, from at least four (4) years prior to the filing of this action, according to proof;
4. For compensatory damages in the amount of the hourly wage made by Employees for each missed or deficient meal period where no premium pay was paid therefor from four (4) years prior to the filing of this action, as may be proven;
5. For compensatory damages in the amount of the hourly wage made by Employees for each day requisite rest breaks were not provided or were deficiently provided and where no premium pay was paid therefor from at least four (4) years prior to the filing of this action, as may be proven;
6. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;
7. For penalties pursuant to Labor Code § 226.3, as may be proven;
8. For penalties pursuant to Labor Code § 203 for all Employees who quit or were fired in an amount equal to their daily wage times thirty (30) days, as may be proven;
9. For penalties pursuant to Labor Code § 227.3, as may be proven;
10. For penalties pursuant to Labor Code §§ 245 and 246, as may be proven;
11. For penalties pursuant to Labor Code § 1174.5, as may be proven;
12. For restitution for unfair competition pursuant to Business & Professions Code § 17200 *et seq.*, including disgorgement or profits, as may be proven;
13. For penalties pursuant to Labor Code § 2699, *et seq.*, as may be proven;
14. For compensatory damages in the amount of all previously unreimbursed business expenditures necessarily incurred by Employees in the discharge of their job duties for Defendants from four (4) years prior to the original filing of this action, as may be proven;
15. For an order enjoining Defendants and their agents, servants, and employees, and all persons acting under, in concert with, or for them, from acting in derogation of any rights or duties adumbrated in this Complaint;
16. For all general, special, and incidental damages as may be proven;
17. For an award of pre-judgment and post-judgment interest;
18. For an award providing for the payment of the costs of this suit;

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19. For an award of attorneys' fees; and
20. For such other and further relief as this Court may deem proper and just.

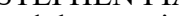
DATED: September 21, 2026

D.LAW, INC.

By 
Roman Shkodnik
Emma Geesaman
Attorneys for Plaintiff
STEPHEN PIAZZA
and the putative class

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DATED: September 21, 2026

By 
 Roman Shkodnik
 Emma Geesaman
 Attorneys for Plaintiff
 STEPHEN PIAZZA
 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

Agent for Service Defendant STOCKTON AUTOMOTIVE HOLDINGS I LLC dba BIG VALLEY FORD and GEE BIG VALLEY FORD, a Washington company

Agent for Service Defendant BIG VALLEY FORD, INC., a Delaware corporation

Darlene Joyce Gibbons, *Agent for Service*
3282 Auto Center Circle
Stockton, CA 95212

X VIA MAIL: I caused the document(s) to be served to be deposited at: 250 N Madison Avenue, 2nd Floor Pasadena, California, which is a mailbox or other like facility regularly maintained by the United States Postal Service, in a sealed envelope, with postage paid, addressed to the person(s) on whom the document(s) is/are to be served, at the office address as last given by that/those person(s), otherwise at that/those person(s)' place(s) of residence. I am aware that on motion of any party served, service is presumed invalid if the postal cancellation date or postage meter date is more than one (1) day after the date of deposit for mailing stated herein.

 VIA ELECTRONIC MAIL: Service by electronic mail was made either pursuant to a Court Order, pursuant to agreement between the parties permitting the same, or as a professional courtesy in addition to other proper service. The electronic mail was sent to an electronic mail address maintained by the person(s) on whom the document(s) is/are served as last given by that/those person(s). I personally requested a “delivery receipt” for this electronic mail message, and, unless disallowed by the recipient, received the same.

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 September 21, 2026, at Pasadena, California.

Akiko Iwata
Akiko Iwata