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on behalf of himself and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

JOSE ARMENTA GOMEZ, on behalf of
himself and others similarly situated,

Plaintiff,

vs.

YORK ENTERPRISES SOUTH, INC. dba
HUNTINGTON BEACH FORD, a
California corporation; SAFARI
CORPORATION, a California corporation;
and DOES 1 through 50, inclusive,

Defendants.

Case No. 30-2026-01585731-CU-OE-CX

CLASS ACTION

Assigned for All Purposes To:

Hon. William Claster
Dept.: CX-101

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

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

DEMAND FOR JURY TRIAL

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

4 INTRODUCTION

5 1. Plaintiff brings this action on behalf of himself and all similarly situated current
6 and former employees within the State of California who, at any time four (4) years prior to the
7 filing of this lawsuit, are or were employed as non-exempt hourly employees by Defendants
8 YORK ENTERPRISES SOUTH, INC. dba HUNTINGTON BEACH FORD, a California
9 corporation; SAFARI CORPORATION, a California corporation, and DOES 1 through 50 (all
10 defendants being collectively referred to herein as “Defendants”). Plaintiff alleges that
11 Defendants, and each of them, violated various provisions of the California Labor Code, relevant
12 orders of the Industrial Welfare Commission (IWC), and California Business & Professions Code,
13 and seeks redress.

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 Hermosa Beach, California. Plaintiff and the
17 other Class members worked for Defendants in Orange County and throughout California, and
18 consistently worked at Defendants’ behest without being paid all wages due. More specifically,
19 Plaintiff and the other similarly situated Class members were employed by Defendants and
20 worked at Defendants’ offices and other facilities where the conduct giving rise to the allegations
21 in this Class Action Complaint occurred. Upon information and belief, Plaintiff was employed by
22 Defendants and (1) shared similar job duties and responsibilities, (2) was subjected to the same
23 policies and practices, and (3) endured similar violations at the hands of Defendants as the other
24 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 JOSE ARMENTA GOMEZ 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 at Defendants' facilities and offices in Huntington Beach, California.

B. The Defendants

5. Defendant YORK ENTERPRISES SOUTH, INC. dba HUNTINGTON BEACH FORD ("HUNTINGTON BEACH FORD") is a California corporation with its principle executive offices in Hermosa Beach, California and has been listed as the employer on Plaintiff's paystubs during the relevant time period. HUNTINGTON BEACH FORD lists an address in Hermosa Beach, California with the California Secretary of State, and employs Plaintiff and the Class members in Orange County, including at Defendants' offices and facilities in Hermosa Beach, California, and throughout California and Defendants conduct business throughout California.

6. Defendant SAFARI CORPORATION is a California corporation with its principle executive offices in Santa Ana, California and has been listed as the employer on Plaintiff's paystubs during the relevant time period. SAFARI CORPORATION lists an address in Santa Ana, California with the California Secretary of State, and employs Plaintiff and the Class members in Orange County, including at Defendants' offices and facilities in Hermosa Beach, California, and throughout California and Defendants conduct 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 some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend

1 this Complaint to reflect the true names and capacities of the Defendants designated herein as
2 Does 1 through 50 when their identities become known.

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

12 **JURISDICTION AND VENUE**

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

21 **FACTUAL BACKGROUND**

22 10. The Employees who comprise the Class and Collective, including Plaintiff, are
23 nonexempt employees pursuant to the applicable Wage Order of the IWC. Defendants hire
24 Employees who work in nonexempt positions at the direction of Defendants in the State of
25 California. Plaintiff and the Class members were either not paid by Defendants for all hours
26 worked or were not paid at the appropriate minimum, regular and overtime rates. Specifically,
27 Plaintiff and Employees were not paid for all the overtime hours they worked, including time
28 spent working (1) while waiting in line to clock in; (2) moving cars after clocking out; (3) off the

1 clock to complete certification training; and (4) while clocked out for meal breaks. Plaintiff also
2 contends that Defendants failed to pay Plaintiff and the Class members all wages due and owing
3 and failed to provide meal and rest breaks, all in violation of various provisions of the California
4 Labor Code and applicable Wage Orders. Additionally, Defendants paid Plaintiff and Employees
5 nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses.
6 However, upon information and belief, Defendants failed to incorporate all remunerations,
7 including nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary
8 bonuses, into the calculation of the regular rate of pay for purposes of calculating the overtime
9 wage rate. Therefore, during times when Plaintiff and Employees worked overtime and received
10 nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses,
11 Defendants failed to pay all overtime wages by paying a lower overtime rate than required. Lastly,
12 Defendants failed to incorporate the prevailing wage rate into the regular rate of pay used to
13 calculate and pay for overtime and double time pay.

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

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

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

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

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

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

1 Employees for all hours worked, and failing to pay minimum wage for all time worked as
2 required by California Law. Defendants also failed to pay Employees all wages due and owing
3 because Defendants failed to pay on-call or standby pay. However, they were not paid on-call or
4 standby pay. Upon information and belief, Employees were also required to be on-call and were
5 not compensated for on-call or standby pay

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

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

16 19. Additionally from at least four (4) years prior to the filing of this lawsuit and
17 continuing to the present, Defendants have required Employees to work shifts in excess of five (5)
18 hours without providing them with timely, off-duty meal periods of not less than thirty (30)
19 minutes and shifts in excess of ten (10) hours without providing them with second meal periods of
20 not less than thirty minutes; nor did Defendants pay Employees “premium pay,” i.e. one hour of
21 wages at each Employee’s effective regular rate of pay, for each meal period that Defendants
22 failed to provide or deficiently provided. Employees would clock out for their meal periods and
23 continue working. What meal periods were provided were frequently provided late or were shorter
24 than thirty minutes.

25 20. From at least four (4) years prior to the filing of this lawsuit and continuing to the
26 present, Defendants have failed to provide Employees with paid rest breaks of not less than ten
27 (10) minutes for every work period of four (4) or more consecutive hours; nor did Defendant pay
28 Employees premium pay for each day on which requisite rest breaks were not provided or were

1 deficiently provided at one hour of wages at each Employee's effective regular rate of pay, for
2 each rest period that Defendants failed to provide or deficiently provided.

3 21. Additionally, from at least four (4) years prior to the filing of this lawsuit, and
4 continuing to the present, Defendants have consistently failed to provide Employees with timely,
5 accurate, and itemized wage statements as required by California wage-and-hour laws.
6 Specifically, the wage statements given to Employees by Defendants failed to accurately account
7 for wages, overtime, and premium pay for deficient meal periods all of which Defendants knew or
8 reasonably should have known were owed to Employees, as alleged hereinabove. The Employees'
9 wage statements did not include the total hours worked in violation of Labor Code § 226(a)(2) and
10 failed to accurately set forth all applicable hourly rates in effect during the pay period and the
11 corresponding number of hours worked at each such rate in violation of Labor Code § 226(a)(9).
12 The wage statements provided to Employees were confusing and required Employees to engage in
13 discovery and refer to outside sources to verify whether their pay was correct, potentially resulting
14 in a miscalculation by the Employees.

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

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

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

27 25. In light of the foregoing, Employees bring this action pursuant to, inter alia, Labor
28 Code §§ 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.7, 227.3, 245 *et seq.*, 246, 510, 512, 558,

558.1, 1182.12, 1185, 1194, 1194.2 1197, 1198, 1199, 2698, 2699, *et seq*, and 2802.

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

CLASS ALLEGATIONS

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

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

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

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

c. Subclass 3. Recovery of Reporting Time Pay. All Class members who were subject to Defendants' policy and/or practice of not compensating reporting time pay.

d. Subclass 4. Meal Period Subclass. All Class members who were subject to Defendants' policy and/or practice of failing to provide unpaid 30-minute uninterrupted and duty-free meal periods or one hour of pay at the Employee's regular rate of pay in lieu thereof.

e. Subclass 5. Rest Break Subclass. All Class members who were subject to Defendants' policy and/or practice of failing to authorize and permit Employees to take uninterrupted, duty-free, 10-minute rest periods for every four hours worked, or major fraction thereof, and failing to pay one hour of pay at the Employee's regular rate of pay in lieu thereof.

f. Subclass 6. Vacation Wages Subclass. All Class members who were not paid all vacation wages at termination.

g. Subclass 7. Sick Pay Subclass. All Class members who were not compensated at

the Employee's regular rate of pay for their sick pay wages

h. Subclass 8. Payroll Records Subclass. All Class members who were subject to Defendants' policy and/or practice of failing to keep accurate time and wage records as required by California wage-and-hour laws.

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

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

k. Subclass 11. Termination Pay Subclass. All Class members who, within the applicable limitations period, either voluntarily or involuntarily separated from their employment and were subject to Defendants' policy and/or practice of failing to timely pay wages upon termination.

l. Subclass 12. UCL Subclass. All Class members who are owed restitution as a result of Defendants' business acts and practices, to the extent such acts and practices are found to be unlawful, deceptive, and/or unfair.

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

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

A. Numerosity

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

31. Accounting for employee turnover during the relevant time period increases this

number substantially. Plaintiff alleges that Defendants' employment records will provide information as to the number and location of all class members.

B. Commonality

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

- a. Whether Defendants failed to pay Employees minimum wages;
- b. Whether Defendants failed to pay Employees wages for all hours worked;
- c. Whether Defendants failed to pay Employees overtime as required under Labor Code § 510;
- d. Whether Defendants failed to pay Employees reporting time pay;
- e. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable IWC Wage Orders, by failing to provide Employees with requisite meal periods or premium pay in lieu thereof;
- f. Whether Defendants violated Labor Code §§ 226.7, and the applicable IWC Wage Orders, by failing to provide Employees with requisite rest breaks or premium pay in lieu thereof;
- g. Whether Defendants failed to pay Employees vacation wages as required under Labor Code § 227.3;
- h. Whether Defendants failed to pay Employees sick pay as required under Labor Code § 245;
- i. Whether Defendants violated Labor Code § 226(a);
- j. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay wages and compensation due and owing at the time of termination of employment;
- k. Whether Defendants violated Business and Professions Code § 17200 *et seq.*;
- l. Whether Employees are entitled to equitable relief pursuant to Business and Professions Code § 17200 *et seq.*;
- m. Whether Defendants are liable for penalties under Labor Code § 2699, *et seq.*;

1 **C. Typicality**

2 33. The claims of the named plaintiff are typical of those of the other Employees.
3 Employees all sustained injuries and damages arising out of and caused by Defendant's common
4 course of conducts in violation of statutes, as well as regulations that have the force and effect of
5 law, as alleged herein.

6 **D. Adequacy of Representation**

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

10 **E. Superiority of Class Action**

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

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

19 **FIRST CAUSE OF ACTION**

20 **FAILURE TO PAY MINIMUM WAGES**

21 **(Against All Defendants)**

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

24 38. Defendants failed to pay Employees minimum wages for all hours worked.
25 Defendants had a consistent policy of misstating Employees time records and failing to pay
26 Employees for all hours worked. Employees would work hours and not receive wages, including
27 as alleged above in connection with working. Specifically, Plaintiff and Employees were not paid
28 for all the overtime hours they worked, including time spent working (1) while waiting in line to

1 clock in; (2) moving cars after clocking out; (3) off the clock to complete certification training;
2 and (4) while clocked out for meal breaks. Defendants thus regularly failed to pay minimum
3 wages to Plaintiff and Class members.

4 39. Moreover, Defendants did not pay Plaintiff and Employees at the applicable
5 minimum wage for all hours worked. Defendants' uniform pattern of unlawful wage and hour
6 practices manifested, without limitation, applicable to the Class as a whole, as a result of
7 implementing a uniform policy and practice that denied accurate compensation to Plaintiff and
8 the other members of the Class as to minimum wage pay.

9 40. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage"
10 states:

11 The minimum wage for employees fixed by the commission is the
12 minimum wage to be paid to employees, and the payment of a less
wage than the minimum so fixed is unlawful.

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

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

18 Notwithstanding any agreement to work for a lesser wage, any
19 employee receiving less than the legal minimum wage or the legal
20 overtime compensation applicable to the employee is entitled to
21 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.

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

24 44. California Labor Code § 1194.2 also provides for the following remedies:

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

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

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

SECOND CAUSE OF ACTION

FAILURE TO PAY WAGES AND OVERTIME UNDER LABOR CODE § 510

(Against All Defendants)

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

48. By their conduct, as set forth herein, Defendants violated California Labor Code § 510 (and the relevant orders of the Industrial Welfare Commission) by failing to pay Employees:

(a) time and one-half their regular hourly rates for hours worked in excess of eight (8) hours in a workday or in excess of forty (40) hours in any workweek or for the first eight (8) hours worked on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours worked in excess of twelve (12) hours in any one (1) day or for hours worked in excess of eight (8) hours on any seventh day of work in a workweek.

49. Defendants had a consistent policy of not paying Employees wages for all hours worked including time spent working: Specifically, Plaintiff and Employees were not paid for all the overtime hours they worked, including time spent (1) while waiting in line to clock in; (2) moving cars after clocking out; (3) off the clock to complete certification training; and (4) while clocked out for meal breaks. Moreover, Plaintiff alleges that Defendants failed to pay for all overtime hours worked and/or paid overtime hours at the regular hourly rate instead of one and a half times the regular rate. Employees regularly worked over 8 hours on a given day without receiving overtime compensation.

50. Defendants' failure to pay compensation in a timely fashion also constituted a

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

6 51. Employees have been damaged by these violations of California Labor Code §§
7 204 and 510 (and the relevant orders of the Industrial Welfare Commission).

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

12 **THIRD CAUSE OF ACTION**
13 **RECOVERY OF REPORTING TIME PAY**
14 **(Against All Defendants)**

15 53. Plaintiff re-alleges and incorporate all preceding paragraphs, as though set forth in
16 full herein.

17 54. The IWC Wage Orders, require that reporting time pay be provided to any
18 employee who is required to report for work and does report, but is not put to work or is furnished
19 less than half said employee's usual or scheduled day's work.

20 55. Plaintiff is informed and believes and thereon alleges that all or substantially all of
21 Defendants' hourly paid employees are subject to Defendants' policies and practices requiring
22 them to call in or otherwise show up to work but not being paid half said Employees' usual or
23 scheduled day's work.

24 56. Therefore, Employees are owed the unpaid balance of said wages pursuant to the
25 Wage order according to proof at trial, Interest pursuant to Labor Code §§ 218.6 and 1194(a),
26 Civil Code §§ 3287 and § 3289, and reasonable attorneys' fees and costs and/or penalties
27 pursuant to Labor Code § 558(a)

28 ///

1 **FOURTH CAUSE OF ACTION**

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

3 **(Against All Defendants)**

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

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

11 59. Defendants failed to provide Employees with compliant meal periods as required
12 under the Labor Code. Employees were required to clock out and continue working through their
13 meal periods which they were denied. Employees were also required to take meal periods after
14 working well beyond the five (5) hour shifts and what meal periods were provided were often less
15 than thirty (30) minutes. Furthermore, Employees were regularly required to work for more than
16 10 hours in a given shift without receiving a second thirty (30) minute meal period as required by
17 law.

18 60. Moreover, Defendants failed to compensate Employees for each meal period not
19 provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and
20 20 of the applicable IWC Wage Orders, which provide that, if an employer fails to provide an
21 employee a meal period in accordance with this section, the employer shall pay the employee one
22 hour of pay at the employee's regular rate of compensation for each workday that the meal period
23 is not provided. Additionally, as detailed above, when Defendants did pay meal period premiums,
24 they did so at the normal regular rate of pay without factoring in all forms or
25 remuneration/compensation or by otherwise incorrectly calculating the regular rate.

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

1 **FIFTH CAUSE OF ACTION**

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

3 **(Against All Defendants)**

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

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

11 64. Defendants failed to provide Employees with timely rest breaks of not less than ten
12 (10) minutes for each consecutive four (4) hours of work, or major fraction thereof, when
13 Employees worked over three-and-one-half (3.5) hours in a workday. Employees were often
14 required to work or to otherwise remain under Defendants' control during rest periods.

15 65. Additionally, under *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257, 260
16 (2016) "[D]uring required rest periods, employers must relieve their employees of all duties and
17 relinquish any control over how employees spend their time." Defendants did not allow
18 Employees to leave the Defendants' location, and this is directly at odds with *Augustus*, as it
19 "tethered [employees] by time and policy to a particular location" and therefore fails to relieve
20 employees of all work duties and employer control during rest periods. *Augusts*, 2 Cal.5th at 269.

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

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

SIXTH CAUSE OF ACTION
FAILURE TO PAY VACATION WAGES
(Against All Defendants)

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

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

70. Defendants failed to pay all vested vacation time upon termination.

71. Therefore, Plaintiff and Employees seek to recover penalties pursuant to Labor Code § 227.3.

SEVENTH CAUSE OF ACTION

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

(Against All Defendants)

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

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

74. Defendants paid nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses to Employees but Defendants failed to include these forms of remuneration in the regular rate of pay upon which sick pay was calculated and paid. Defendants

1 also failed to incorporate the prevailing wage rate into the regular rate of pay used to calculate and
2 pay sick pay. Rather than calculating the amount of paid sick time due when sick time is used
3 according to the requirements set forth in California Labor Code § 246(1), Defendants paid sick
4 leave to Employees at a lower rate, in violation of the law.

5 75. Therefore, Plaintiff and Employees seek to recover penalties pursuant to Labor
6 Code §§ 245 *et seq.* and 246

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

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

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

16 78. Employees incurred necessary expenditures in the performance of their job duties
17 for Defendants, namely: including personal cell phone usage and tools including wrenches,
18 sockets, and screwdrivers which were necessary to perform their duties under Defendants'
19 employ. From four (4) years prior to the original filing of this lawsuit and continuing to the
20 present, Defendants consistently failed to reimburse Employees for these necessarily incurred
21 business expenses.

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

25 **NINTH CAUSE OF ACTION**
26 **VIOLATION OF LABOR CODE § 226(a)**
27 **(Against All Defendants)**

28 80. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in

1 full herein.

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

9 82. Defendants failed to provide Employees with accurate itemized wage statements in
10 writing, as required by the Labor Code. Specifically, the wage statements given to Employees, by
11 Defendants, failed to accurately account for wages, overtime, and premium pay for deficient meal
12 periods.

13 83. of timekeeping entries all of which Defendants knew or reasonably should have
14 known were owed to Employees, as alleged hereinabove. Additionally, the wage statements given
15 to Employees, by Defendants, failed to include the above requirements enumerated above.
16 Employees' wage statements did not include: the total hours worked in violation of Labor Code §
17 226(a)(2) and failed to accurately set forth all applicable hourly rates in effect during the pay
18 period and the corresponding number of hours worked at each such rate in violation of Labor Code
19 § 226(a)(9). The wage statements provided to Employees were confusing and required Employees
20 to engage in discovery and refer to outside sources to verify whether their pay was correct,
21 potentially resulting in a miscalculation by the Employees.

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

27 85. Pursuant to Labor Code §§ 226(a) and 226(e), Employees are entitled to recover
28 the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation

occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an award of costs and reasonable attorneys' fees.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

100. Defendants, by engaging in the conduct herein alleged, by failing to pay wages and overtime, failing to provide meal periods, etc., either knew or in the exercise of reasonable care should have known that their conduct was unlawful; therefore their conduct violates the 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. 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)

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

103. 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.

104. 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, 1182.12, 1185, 1194, 1194.2 1197, 1198, 1199, 2698, 2699, *et seq.* and 2802.

105. The penalties shall be allocated as follows: 65% to the Labor and Workforce

1 Development Agency (LWDA) and 35% to the affected employee.

2 106. Employees also seek any and all penalties and remedies set forth in Labor Code §
3 558, which states:

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

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

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

27 107. Labor Code § 226.3 provides that “[a]ny employer who violates subdivision (a) of
28 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 violation 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.

25 108. Plaintiff has exhausted his administrative remedy by sending a certified letter to the
26 LWDA and Defendants postmarked on July 14, 2026. The LWDA has not provided notice of its
27 intent to investigate the alleged violations within 65 calendar days of the postmark date of the
28 letter.

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 recovery of the unpaid balance of the full amount of the reporting time pay due pursuant to the applicable Wage Order as may be proven;
6. 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;
7. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;
8. For penalties pursuant to Labor Code § 227.3, as may be proven;
9. For penalties pursuant to Labor Code §§ 245 and 246, as may be proven;
10. For penalties pursuant to Labor Code § 226.3, as may be proven;
11. 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;
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

1 from four (4) years prior to the original filing of this action, as may be proven;

2 15. For an order enjoining Defendants and their agents, servants, and employees, and
3 all persons acting under, in concert with, or for them, from acting in derogation of any rights or
4 duties adumbrated in this Complaint;

5 16. For all general, special, and incidental damages as may be proven;

6 17. For an award of pre-judgment and post-judgment interest;

7 18. For an award providing for the payment of the costs of this suit;

8 19. For an award of attorneys' fees; and

9 20. For such other and further relief as this Court may deem proper and just.

10
11 DATED: September 17, 2026

D.LAW, INC.

12
13 By  
14 Roman Shkodnik

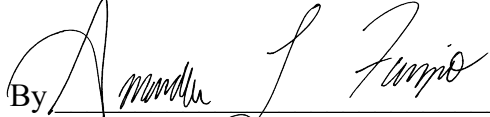
Amanda Fazio
Attorneys for Plaintiff
JOSE ARMENTA GOMEZ
and the putative class

DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial of his claims by jury to the extent authorized by law.

DATED: September 17, 2026

D.LAW, INC.

By 

Roman Shkodnik
Amanda Fazio
Attorneys for Plaintiff
JOSE ARMENTA GOMEZ
and the putative class

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I, the undersigned, am over the age of 18 years and not a party to this action. My business address is 250 N Madison Avenue, 2nd Floor, Pasadena, CA 91101, which is located in Los Angeles County, where the service herein occurred.

FIRST AMENDED CLASS ACTION COMPLAINT

Attorneys for Defendants YORK ENTERPRISES SOUTH, INC. dba HUNTINGTON
BEACH FORD, and SAFARI CORPORATION:

using the following service method(s):

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.

Akiko Iwata
Akiko Iwata