

Thiago M. Coelho (SBN 324715)
thiago.coelho@wilshirelawfirm.com
Lauren M. Lenzion (SBN 239184)
LaurenLenzionsTeam@wilshirelawfirm.com
Jennifer M. Leinbach (SBN 281404)
jennifer.leinbach@wilshirelawfirm.com
Jesse S. Chen (SBN 336294)
jesse.chen@wilshirelawfirm.com
WILSHIRE LAW FIRM, PLC
660 S. Figueroa St., Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989
Attorneys for Plaintiff

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

NATHAN T. FORD, individually, and on behalf
of all others similarly situated, and on behalf of
the State of California and other aggrieved
persons,

Plaintiff,

v.

WESTMINSTER AUTOMOTIVE HOLDINGS I
LLC, a Washington Limited Liability Company;
and DOES 1 through 10, inclusive,

Defendants.

Case No.: 30-2026-01579976-CU-OE-CXC

**CLASS & PAGA REPRESENTATIVE
ACTION**

FIRST AMENDED COMPLAINT:

1. Failure to Pay Minimum and Straight Time Wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197);
2. Failure to Pay Overtime Wages (Cal. Lab. Code §§ 1194 and 1198);
3. Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512);
4. Failure to Authorize and Permit Rest Periods (Cal. Lab. Code §§ 226.7);
5. Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201-203);
6. Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226);
7. Failure to Indemnify Employees for Expenditures (Cal. Lab. Code § 2802);
8. Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, *et seq.*); and
9. PAGA Violations (Cal. Lab. Code §§ 2698).

DEMAND FOR JURY TRIAL

Judge: Hon. David Hoffer

Dept.: CX103

Complaint Filed: June 23, 2026

Trial Date: Not Yet Set

1 Plaintiff NATHAN T. FORD (“Plaintiff”), based upon facts that either have evidentiary
2 support or are likely to have evidentiary support after a reasonable opportunity for further
3 investigation and discovery, alleges as follows:

4 **INTRODUCTION & PRELIMINARY STATEMENT**

5 1. Plaintiff brings this action against Defendant WESTMINSTER AUTOMOTIVE
6 HOLDINGS I LLC and DOES 1 through 10 (hereinafter collectively referred to as “Defendants”)
7 for California Labor Code violations and unfair business practices stemming from Defendants’
8 failure to pay for all hours worked (minimum, straight time, and overtime wages), failure to provide
9 meal periods, failure to authorize and permit rest periods, failure to timely pay final wages, failure
10 to furnish accurate wage statements, and failure to indemnify employees for expenditures.

11 2. Plaintiff brings the First through Eighth Causes of Action individually on their own
12 behalf and as a class action on behalf of certain current and former employees of Defendants
13 (hereinafter collectively referred to as the “Class” or “Class Members,” and defined more fully
14 below). The Class consists of Plaintiff and all other persons who have been employed by any
15 Defendant in California as an hourly-paid or non-exempt employee within the applicable statute
16 of limitations period. Plaintiff brings the Ninth Cause of Action as a representative action pursuant
17 to Labor Code section 2699 on behalf of himself and other aggrieved employees.

18 3. Defendants own/owned and operate/operated an industry, business, and
19 establishment within the State of California, including Orange County. As such and based upon all
20 the facts and circumstances incident to Defendants’ business in California, Defendants are subject
21 to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission (“IWC”),
22 and the California Business & Professions Code.

23 4. Despite these requirements, throughout the statutory period, Defendants maintained
24 a systematic, company-wide policy and practice of:

- 25 (a) Failing to pay employees for all hours worked, including all minimum,
26 straight time, and overtime wages in compliance with the California Labor
27 Code and IWC Wage Orders;
28

- (b) Failing to provide employees with timely and duty-free meal periods in compliance with the California Labor Code and IWC Wage Orders, failing to maintain accurate records of all meal periods taken or missed, and failing to pay an additional hour's pay for each workday a meal period violation occurred;
- (c) Failing to authorize and permit employees to take timely and duty-free rest periods in compliance with the California Labor Code and IWC Wage Orders, and failing to pay an additional hour's pay for each workday a rest period violation occurred;
- (d) Willfully failing to pay employees all minimum, straight time, overtime, meal period premium, and rest period premium wages due within the time period specified by California law upon termination of employment;
- (e) Failing to provide employees with accurate, itemized wage statements containing all the information required by the California Labor Code and IWC Wage Orders; and
- (f) Failing to indemnify employees for expenditures incurred in direct discharge of duties of employment.

5. On information and belief, Defendants, and each of them were on actual and constructive notice of the improprieties alleged herein and intentionally refused to rectify their unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were willful and deliberate.

6. At all relevant times, Defendants were and are legally responsible for all the unlawful conduct, policies, practices, acts, and omissions as described in each and all of the foregoing paragraphs as the employers of Plaintiff, the Class, and the Aggrieved Employees. Further, Defendants are responsible for each of the unlawful acts or omissions complained of herein under the doctrine of "respondeat superior."

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THE PARTIES

A. Plaintiff

7. Plaintiff NATHAN T. FORD is a resident of Los Angeles County, California who worked for Defendants in Westminster, California as an hourly-paid, non-exempt employee from approximately May 5, 2022 to approximately June 3, 2026.

8. Plaintiff reserves the right to seek leave to amend this complaint to add new Plaintiffs, if necessary, to establish suitable representative(s) pursuant to *La Sala v. American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

B. Defendants

9. Plaintiff is informed and believes, and based upon that information and belief alleges, that Defendant WESTMINSTER AUTOMOTIVE HOLDINGS I LLC is, and at all times herein mentioned, was:

- (a) A business entity conducting business in the State of California, including in Orange County; and,
- (b) The former employer of Plaintiff and the current and/or former employer of the putative Class because Defendant WESTMINSTER AUTOMOTIVE HOLDINGS I LLC suffered and permitted Plaintiff, the Class, and the Aggrieved Employees to work, and/or controlled their wages, hours, or working conditions.

10. Plaintiff does not know the true names or capacities of the persons or entities sued herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious names. Each of the Doe Defendants was in some manner legally responsible for the damages suffered by Plaintiff, the Class, and the Aggrieved Employees as alleged herein. Plaintiff will amend this complaint to set forth the true names and capacities of these Defendants when they have been ascertained, together with appropriate charging allegations, as may be necessary.

11. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or

1 injured the Plaintiff and a significant number of the Class in the State of California.

2 12. Plaintiff is informed and believes and thereon alleges that at all relevant times each
3 Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and the
4 other employees described in the class definitions below, and exercised control over their wages,
5 hours, and working conditions. Plaintiff is informed and believes and thereon alleges that, at all
6 relevant times, each Defendant was the principal, agent, partner, joint venturer, officer, director,
7 controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or
8 predecessor in interest of some or all of the other Defendants, and was engaged with some or all
9 of the other Defendants in a joint enterprise for profit, and bore such other relationships to some
10 or all of the other Defendants so as to be liable for their conduct with respect to the matters alleged
11 below. Plaintiff is informed and believes and thereon alleges that each Defendant acted pursuant
12 to and within the scope of the relationships alleged above, that each Defendant knew or should
13 have known about, and authorized, ratified, adopted, approved, controlled, aided and abetted the
14 conduct of all other Defendants.
15

16 **JURISDICTION & VENUE**

17 13. This Court has subject matter jurisdiction as an unlimited civil case. The Court has
18 personal jurisdiction over Defendants under Code of Civil Procedure § 410.10.

19 14. The Court has personal jurisdiction over Defendants because the Plaintiff, the Class
20 Members, and Aggrieved Employees' claims arise from Defendants' business activities conducted
21 in California.

22 15. At all times mentioned herein, Defendants, inclusive and each of them, were
23 residents of, doing business in, availed themselves of the jurisdiction of, and/or injured Plaintiff,
24 the Class, and the Aggrieved Employees in the State of California.

25 16. Venue is appropriate in Orange County, California, because many acts and
26 omissions that give rise to the claims for relief alleged in this action occurred in Orange County.

27 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

28 17. Plaintiff worked for Defendants in Westminster, California as an hourly-paid, non-

1 exempt employee from approximately May 5, 2022 to approximately June 3, 2026. During
2 Plaintiff's employment for Defendants, Defendants paid Plaintiff an hourly wage and classified
3 them as non-exempt from overtime. Defendants typically scheduled Plaintiff to work at least five
4 days in a workweek and at least eight hours per day, but Plaintiff regularly worked more than eight
5 hours in a workday and/or more than forty (40) hours in a workweek.

6 18. Throughout Plaintiff's employment, Defendants failed to pay for all hours worked
7 (including minimum, straight time, and overtime wages), failed to provide Plaintiff with legally
9 compliant meal periods, failed to authorize and permit Plaintiff to take rest periods, failed to timely
10 pay all final wages to Plaintiff when Defendants terminated their employment, failed to furnish
11 accurate wage statements to Plaintiff, and failed to indemnify Plaintiff for expenditures. As
12 discussed below, Plaintiff's experience working for Defendants was typical and illustrative.

13 19. Throughout the statutory period, Defendants maintained a policy and practice of not
14 paying Plaintiff, the Class, and the Aggrieved Employees for all hours worked, including
15 minimum, straight time, and overtime wages. Defendants required Plaintiff, the Class, and the
16 Aggrieved Employees to work "off-the-clock," uncompensated, by, for example, requiring
17 Plaintiff, the Class, and the Aggrieved Employees to perform work prior to clocking in for the
18 workday, during unpaid meal periods, and after clocking out for the workday. Some of this unpaid
19 work should have been paid at the overtime rate. In failing to pay for all hours worked, Defendants
20 also failed to maintain accurate records of the hours Plaintiff, the Class, and the Aggrieved
21 Employees worked.

22 20. Throughout the statutory period, Defendants wrongfully failed to provide Plaintiff,
23 the Class, and the Aggrieved Employees with legally compliant meal periods. Defendants
24 regularly, but not always, required Plaintiff, the Class, and the Aggrieved Employees to work in
25 excess of five consecutive hours a day without providing a 30-minute, uninterrupted, and duty-free
26 meal period for every five hours of work, or without compensating Plaintiff, the Class, and the
27 Aggrieved Employees for meal periods that were not provided by the end of the fifth or tenth hour
28 of work. Instead, Defendants continued to assert control over Plaintiff, the Class, and the

1 Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks that
2 could not be completed without working in lieu of taking mandatory meal periods, or by denying
3 Plaintiff, the Class, and the Aggrieved Employees permission to take a meal period. Accordingly,
4 Defendants' policy and practice was to not provide meal periods to Plaintiff, the Class, and the
5 Aggrieved Employees in compliance with California law.

6 21. Throughout the statutory period, Defendants have wrongfully failed to authorize
7 and permit Plaintiff, the Class, and the Aggrieved Employees to take legally compliant rest periods.
8 Defendants regularly required Plaintiff, the Class, and the Aggrieved Employees to work more
9 than four consecutive hours a day without Defendants authorizing and permitting them to take a
10 10-minute, uninterrupted, duty-free rest period for every four hours of work (or major fraction of
11 four hours), or without compensating Plaintiff, the Class, and the Aggrieved Employees for rest
12 periods that were not authorized or permitted. Instead, Defendants continued to assert control over
13 Plaintiff, the Class, and the Aggrieved Employees by requiring, pressuring, or encouraging them
14 to perform work tasks which could not be completed without working in lieu of taking mandatory
15 rest periods, or by denying Plaintiff, the Class, and the Aggrieved Employees permission to take a
16 rest period. Accordingly, Defendants' policy and practice was to disallow Plaintiff, the Class, and
17 the Aggrieved Employees to take rest periods required under California law.

18 22. Throughout the statutory period, Defendants willfully failed and refused to timely
19 pay Plaintiff, the Class, and the Aggrieved Employees all final wages due at their termination of
20 employment. In addition, Plaintiff's final paychecks did not include payment for all expenditures,
21 minimum wages, straight time wages, overtime wages, meal period premium wages, and rest
22 period premium wages owed by Defendants at the conclusion of their employment. On information
23 and belief, Defendants' failure to timely pay Plaintiff's final wages when their employment
24 terminated was not a single, isolated incident, but was instead consistent with Defendants' policy
25 and practice that applied to Plaintiff, the Class, and the Aggrieved Employees.

26 23. Throughout the statutory period, Defendants failed to furnish Plaintiff, the Class,
27 and the Aggrieved Employees with accurate, itemized wage statements showing all applicable
28

1 hourly rates, all overtime hourly rates, and all gross and net wages earned (including correct hours
2 worked, correct wages for meal periods that were not provided in accordance with California law,
3 and correct wages for rest periods that were not allowed in accordance with California law). As a
4 result of these violations of California Labor Code § 226(a), the Plaintiff, the Class, and the
5 Aggrieved Employees suffered injury because, among other things:

- 6 (a) the violations led them to incorrectly believe that they were not entitled to
7 be paid minimum, straight time, overtime, meal period premium, and rest
8 period premium wages;
- 9 (b) the violations led them to incorrectly believe that they had been paid the
10 minimum, straight time, overtime, meal period premium, and rest period
11 premium wages;
- 12 (c) the violations led them to incorrectly believe they were not entitled to be
13 paid minimum, straight time, overtime, meal period premium, and rest
14 period premium wages at the correct California rate;
- 15 (d) the violations led them to incorrectly believe they had been paid minimum,
16 straight time, overtime, meal period premium, and rest period premium
17 wages at the correct California rate;
- 18 (e) the violations hindered them from determining the amounts of minimum,
19 straight time, overtime, meal period premium, and rest period premium
20 wages owed to them;
- 21 (f) in connection with their employment before and during this action, and in
22 connection with prosecuting this action, the violations caused them to have
23 to perform mathematical computations to determine the amounts of wages
24 owed to them, computations they would not have to make if the wage
25 statements contained the required accurate information;
- 26 (g) by understating the wages truly due to them, the violations caused them to
27 lose entitlement and/or accrual of the full amount of Social Security,
28

1 disability, unemployment, and other governmental benefits;

2 (h) the wage statements inaccurately understated the wages, hours, and wage
3 rates to which Plaintiff, the Class, and the Aggrieved Employees were
4 entitled, and Plaintiff, the Class, and the Aggrieved Employees were paid
5 less than the wages and wage rates to which they were entitled.

6 Thus, Plaintiff, the Class, and the Aggrieved Employees are owed the amounts provided
7 for in California Labor Code § 226(e) and injunctive relief under California Labor Code § 226(h).

9 24. Throughout the statutory period, Defendants have wrongfully required Plaintiff, the
10 Class, and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their
11 duties for Defendants. Plaintiff, the Class, and the Aggrieved Employees regularly paid out-of-
12 pocket for necessary employment-related expenses, including, without limitation, personal cell
13 phone use for employment purposes and required work uniform.

14 25. Plaintiff, the Class, and the Aggrieved Employees incurred substantial expenses as
15 a direct result of performing their job duties for Defendants, but Defendants failed to indemnify
16 Plaintiff, the Class, and the Aggrieved Employees for these employment-related expenses.

17 **CLASS ACTION ALLEGATIONS**

18 26. Plaintiff brings certain claims individually, as well as on behalf of each and all other
19 persons similarly situated, and thus, seeks class certification under California Code of Civil
20 Procedure § 382.

21 27. All claims alleged herein arise under California law for which Plaintiff seeks relief
22 authorized by California law.

23 28. The proposed Class consists of and is defined as:

24 All persons who worked for any Defendant in California as an hourly-paid or
25 non-exempt employee at any time during the period beginning four years before
26 the filing of the initial complaint in this action and ending when notice to the
Class is sent.

27 29. At all material times, Plaintiff was a member of the Class.

28 30. Plaintiff undertook this concerted activity to improve the wages and working

1 conditions of all Class Members.

2 31. There is a well-defined community of interest in the litigation and the Class is
3 readily ascertainable:

- 4 (a) Numerosity: The members of the Class (and each subclass, if any) are so
5 numerous that joinder of all members would be unfeasible and impractical.
6 The membership of the entire Class is presently unknown to Plaintiff;
7 however, the Class is estimated to be greater than forty (40) individuals and
8 the identity of such membership is readily ascertainable by inspection of
9 Defendants' records.
10
11 (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect
12 the interests of each Class Member with whom there is a shared, well-
13 defined community of interest, and Plaintiff's claims (or defenses, if any)
14 are typical of all Class Members' claims as demonstrated herein.
15
16 (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect
17 the interests of each Class Member with whom there is a shared, well-
18 defined community of interest and typicality of claims, as demonstrated
19 herein. Plaintiff has no conflicts with or interests antagonistic to any Class
20 Member. Plaintiff's attorneys, the proposed class counsel, are versed in the
21 rules governing class action discovery, certification, and settlement. Plaintiff
22 has incurred, and throughout the duration of this action, will continue to
23 incur costs and attorneys' fees that have been, are, and will be necessarily
24 expended for the prosecution of this action for the substantial benefit of each
25 class member.
26
27 (d) Superiority: A class action is superior to other available methods for the fair
28 and efficient adjudication of the controversy, including consideration of:
1) The interests of the members of the Class in individually controlling
the prosecution or defense of separate actions;

- 2) The extent and nature of any litigation concerning the controversy already commenced by or against members of the Class;
- 3) The desirability or undesirability of concentrating the litigation of the claims in the particular forum; and,
- 4) The difficulties likely to be encountered in the management of a class action.

(e) Public Policy Considerations: The public policy of the State of California is to resolve the California Labor Code claims of many employees through a class action. Indeed, current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are also fearful of bringing actions because they believe their former employers might damage their future endeavors through negative references and/or other means. Class actions provide the class members who are not named in the complaint with a type of anonymity that allows for the vindication of their rights while their privacy is protected.

32. There are common questions of law and fact as to the Class (and each subclass, if any) that predominate over questions affecting only individual members, including without limitation, whether, as alleged herein, Defendants have:

- (a) Failed to pay Class Members for all hours worked, including minimum, straight time, and overtime wages;
- (b) Failed to provide meal periods and pay meal period premium wages to Class Members;
- (c) Failed to authorize and permit rest periods and pay rest period premium wages to Class Members;
- (d) Failed to provide Class Members with timely final wages;
- (e) Failed to provide Class Members with accurate wage statements;
- (f) Failed to indemnify Class Members for expenditures; and,

- (g) Violated California Business & Professions Code §§ 17200 *et. seq.* as a result of their illegal conduct as described above.

33. This Court should permit this action to be maintained as a class action pursuant to California Code of Civil Procedure § 382 because:

- (a) The questions of law and fact common to the Class predominate over any question affecting only individual members;
- (b) A class action is superior to any other available method for the fair and efficient adjudication of the claims of the members of the Class;
- (c) The members of the Class are so numerous that it is impractical to bring all members of the class before the Court;
- (d) Plaintiff, and the other members of the Class, will not be able to obtain effective and economic legal redress unless the action is maintained as a class action;
- (e) There is a community of interest in obtaining appropriate legal and equitable relief for the statutory violations, and in obtaining adequate compensation for the damages and injuries for which Defendants are responsible in an amount sufficient to adequately compensate the members of the Class for the injuries sustained;
- (f) Without class certification, the prosecution of separate actions by individual members of the class would create a risk of:
 - 1) Inconsistent or varying adjudications with respect to individual members of the Class which would establish incompatible standards of conduct for Defendants; and/or,
 - 2) Adjudications with respect to the individual members which would, as a practical matter, be dispositive of the interests of other members not parties to the adjudications, or would substantially impair or impede their ability to protect their interests, including but not

1 limited to the potential for exhausting the funds available from those
2 parties who are, or may be, responsible Defendants; and,

3 (g) Defendants have acted or refused to act on grounds generally applicable to
4 the Class, thereby making final injunctive relief appropriate with respect to
5 the class as a whole.

6 34. Plaintiff contemplates the eventual issuance of notice to the proposed members of
7 the Class that would set forth the subject and nature of the instant action. The Defendants' own
8 business records may be utilized for assistance in the preparation and issuance of the contemplated
9 notices. To the extent that any further notices may be required, Plaintiff contemplates the use of
10 additional techniques and forms commonly used in class actions, such as published notice, e-mail
11 notice, website notice, first-class mail, or combinations thereof, or by other methods suitable to the
12 Class and deemed necessary and/or appropriate by the Court.

13 **FIRST CAUSE OF ACTION**

14 **(Against All Defendants for Failure to Pay Minimum and Straight Time Wages for All**
15 **Hours Worked)**

16 35. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs
17 1 through 34 in this Complaint.

18 36. "Hours worked" is the time during which an employee is subject to the control of
19 an employer and includes all the time the employee is suffered or permitted to work, whether or
20 not required to do so.

21 37. At all relevant times herein mentioned, Defendants knowingly failed to pay to
22 Plaintiff, the Class, and the Aggrieved Employees compensation for all hours they worked. By
23 their failure to pay compensation for each hour worked as alleged above, Defendants willfully
24 violated the provisions of California Labor Code § 1194, and any additional applicable Wage
25 Orders, which require such compensation to non-exempt employees.

26 38. Accordingly, Plaintiff, the Class, and the Aggrieved Employees are entitled to
27 recover minimum and straight time wages for all non-overtime hours worked for Defendants.
28

39. By and through the conduct described above, Plaintiff, the Class, and the Aggrieved Employees have been deprived of their rights to be paid wages earned by virtue of their employment with Defendants.

40. By virtue of the Defendants' unlawful failure to pay additional compensation to Plaintiff, the Class, and the Aggrieved Employees for their non-overtime hours worked without pay, Plaintiff, the Class, and the Aggrieved Employees suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff, the Class, and the Aggrieved Employees, and which will be ascertained according to proof at trial.

41. By failing to keep adequate time records required by California Labor Code § 1174(d), Defendants have made it difficult to calculate the full extent of minimum wage compensation due Plaintiff, the Class, and the Aggrieved Employees.

42. Pursuant to California Labor Code § 1194.2, Plaintiff, the Class, and the Aggrieved Employees are entitled to recover liquidated damages (double damages) for Defendants' failure to pay minimum wages.

43. California Labor Code § 204 requires employers to provide employees with all wages due and payable twice a month. Throughout the applicable statute of limitations period, Plaintiff, the Class, and the Aggrieved Employees were entitled to be paid twice a month at rates required by law, including minimum and straight time wages. However, during all such times, Defendants systematically failed and refused to pay Plaintiff, the Class, and the Aggrieved Employees all such wages due and failed to pay those wages twice a month.

44. Plaintiff, the Class, and the Aggrieved Employees are also entitled to seek recovery of all unpaid minimum and straight time wages, interest, and reasonable attorneys' fees and costs pursuant to California Labor Code §§ 218.5, 218.6, and 1194(a).

SECOND CAUSE OF ACTION

(Against All Defendants for Failure to Pay Overtime Wages)

45. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 44 in this Complaint.

1 46. California Labor Code § 510 provides that employees in California shall not be
2 employed more than eight hours in any workday or forty (40) hours in a workweek unless they
3 receive additional compensation beyond their regular wages in amounts specified by law.

4 47. California Labor Code §§ 1194 and 1198 provide that employees in California shall
5 not be employed more than eight hours in any workday unless they receive additional
6 compensation beyond their regular wages in amounts specified by law. Additionally, California
7 Labor Code § 1198 states that the employment of an employee for longer hours than those fixed
8 by the IWC is unlawful.

9 48. At all times relevant hereto, Plaintiff, the Class, and the Aggrieved Employees have
10 worked more than eight hours in a workday and/or more than forty (40) hours in a workweek, as
11 employees of Defendants.

12 49. At all times relevant hereto, Defendants failed to pay Plaintiff, the Class, and the
13 Aggrieved Employees overtime compensation for the hours they have worked in excess of the
14 maximum hours permissible by law as required by California Labor Code §§ 510 and 1198.

15 50. By virtue of Defendants' unlawful failure to pay additional premium rate
16 compensation to the Plaintiff, the Class, and the Aggrieved Employees for their overtime hours
17 worked, Plaintiff, the Class, and the Aggrieved Employees have suffered, and will continue to
18 suffer, damages in amounts which are presently unknown to them, but which exceed the
19 jurisdictional minimum of this Court, and which will be ascertained according to proof at trial.

20 51. By failing to keep adequate time records required by Labor Code § 1174(d),
21 Defendants have made it difficult to calculate the full extent of overtime compensation due to
22 Plaintiff, the Class, and the Aggrieved Employees.

23 52. Plaintiff, the Class, and the Aggrieved Employees also request recovery of overtime
24 compensation according to proof, interest, attorneys' fees and costs pursuant to California Labor
25 Code § 1194(a), as well as the assessment of any statutory penalties against Defendants, in a sum
26 as provided by the California Labor Code and/or other statutes.

27 53. California Labor Code § 204 requires employers to provide employees with all
28

wages due and payable twice a month. The Wage Orders also provide that every employer shall pay to each employee, on the established payday for the period involved, overtime wages for all overtime hours worked in the payroll period. Defendants failed to provide Plaintiff, the Class, and the Aggrieved Employees with all compensation due, in violation of California Labor Code § 204.

THIRD CAUSE OF ACTION

(Against All Defendants for Failure to Provide Meal Periods)

54. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 53 in this Complaint.

55. Under California law, Defendants have an affirmative obligation to relieve the Plaintiff, the Class, and the Aggrieved Employees of all duty to allow first daily meal periods no later than the end of Plaintiff's and each of the Class Member's fifth hour of work in a workday, and to take second meal periods no later than the start of the eleventh hour of work in the workday. California Labor Code § 512, and Section 11 of the applicable Wage Orders require that an employer provide unpaid meal periods of at least thirty (30) minutes for each five-hour period worked. It is a violation of California Labor Code § 226.7 for an employer to require any employee to work during any meal period mandated under any Wage Order.

56. Despite these legal requirements, Defendants regularly failed to provide Plaintiff, the Class, and the Aggrieved Employees with both meal periods as required by California law. By their failure to permit and authorize Plaintiff, the Class, and the Aggrieved Employees to take all meal periods as alleged above (or because Defendants made it impossible or impracticable to take these uninterrupted meal periods), Defendants willfully violated the provisions of California Labor Code § 226.7 and the applicable Wage Orders.

57. Under California law, Plaintiff, the Class, and the Aggrieved Employees are entitled to be paid one hour of additional wages for each workday he or she was not provided with all required meal periods, plus interest.

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FOURTH CAUSE OF ACTION

(Against All Defendants for Failure to Authorize and Permit Rest Periods)

58. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 57 in this Complaint.

59. Defendants are required by California law to authorize and permit breaks of ten uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). According to the applicable Wage Orders require that the employer permit and authorize all employees to take paid rest periods of ten minutes each for each 4-hour period worked. Thus, for example, if an employee's work time is six hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws. It is a violation of California Labor Code § 226.7 for an employer to require any employee to work during any rest period mandated under any Wage Order.

60. Despite these legal requirements, Defendants failed to authorize Plaintiff, the Class, and the Aggrieved Employees to take rest breaks, regardless of whether employees worked more than four hours in a workday. By their failure to permit and authorize Plaintiff, the Class, and the Aggrieved Employees to take rest periods as alleged above (or because Defendants made it impossible or impracticable to take these uninterrupted rest periods), Defendants willfully violated the provisions of California Labor Code § 226.7 and the applicable Wage Orders.

61. Under California law, Plaintiff, the Class, and the Aggrieved Employees are entitled to be paid one hour of premium wages rate for each workday he or she was not provided with all required rest breaks, plus interest.

FIFTH CAUSE OF ACTION

(Against All Defendants for Failure to Pay Wages of Discharged Employees – Waiting Time Penalties)

62. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 61 in this Complaint.

63. California Labor Code §§ 201 and 202 provide that if an employer discharges an

1 employee, the wages earned and unpaid at the time of discharge are due and payable immediately,
2 and that if an employee voluntarily leaves his or her employment, his or her wages shall become
3 due and payable not later than seventy-two (72) hours thereafter, unless the employee has given
4 seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee
5 is entitled to his or her wages at the time of quitting.

6 64. Within the applicable statute of limitations, the employment of many other members
7 of the Class ended, i.e. was terminated by quitting or discharge, and the employment of others will
8 be. However, during the relevant time period, Defendants failed, and continue to fail to pay
9 terminated Class Members, without abatement, all wages required to be paid by California Labor
10 Code §§ 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their
11 leaving Defendants' employ.

12 65. Defendants' failure to pay those Class members who are no longer employed by
13 Defendants their wages earned and unpaid at the time of discharge, or within seventy-two (72)
14 hours of their leaving Defendants' employ, is in violation of California Labor Code §§ 201 and
15 202.
16

17 66. California Labor Code § 203 provides that if an employer willfully fails to pay
18 wages owed, in accordance with §§ 201 and 202, then the wages of the employee shall continue as
19 a penalty wage from the due date, and at the same rate until paid or until an action is commenced;
20 but the wages shall not continue for more than thirty (30) days.

21 67. The Class is also entitled to recover from Defendants their accruing wages for each
22 day they were not paid, at their regular hourly rate of pay, up to thirty (30) days maximum pursuant
23 to California Labor Code § 203.

24 68. Pursuant to California Labor Code §§ 218.5, 218.6 and 1194, the Class is also
25 entitled to an award of reasonable attorneys' fees, interest, expenses, and costs incurred in this
26 action.

27 ///

28 ///

SIXTH CAUSE OF ACTION

(Against All Defendants for Failure to Provide and Maintain Accurate and Compliant Wage Records)

69. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 68 in this Complaint.

70. At all material times set forth herein, California Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

71. Defendants have intentionally and willfully failed to provide employees with complete and accurate wage statements. The deficiencies include, among other things, the failure to correctly identify the gross wages earned by Plaintiff, the Class, and the Aggrieved Employees, the failure to list the true “total hours worked by the employee,” and the failure to list the true net wages earned.

72. As a result of Defendants’ violation of California Labor Code § 226(a), Plaintiff, the Class, and the Aggrieved Employees have suffered injury and damage to their statutorily protected rights.

73. Specifically, Plaintiff and the members of the Class have been injured by Defendants’ intentional violation of California Labor Code § 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate, itemized wage

1 statements under California Labor Code § 226(a).

2 74. Calculation of the true wage entitlement for Plaintiff, the Class, and the Aggrieved
3 Employees is difficult and time consuming. As a result of this unlawful burden, Plaintiff, the Class,
4 and the Aggrieved Employees were also injured by having to bring this action to attempt to obtain
5 correct wage information following Defendants' refusal to comply with many of the mandates of
6 California's Labor Code and related laws and regulations.

7 75. Plaintiff, the Class, and the Aggrieved Employees are entitled to recover from
9 Defendants the greater of their actual damages caused by Defendants' failure to comply with
10 California Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars
11 (\$4,000) per employee.

12 76. Plaintiff, the Class, and the Aggrieved Employees are also entitled to injunctive
13 relief, as well as an award of attorneys' fees and costs to ensure compliance with this section,
14 pursuant to California Labor Code § 226(h).

15 **SEVENTH CAUSE OF ACTION**

16 **(Against All Defendants for Failure to Indemnify Employees for Expenditures)**

17 77. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs
18 1 through 76 in this Complaint.

19 78. As set forth above, Plaintiff, the Class, and the Aggrieved Employees were required
20 to incur substantial necessary expenditures and losses in direct consequence of the discharge of
21 their duties or of their obedience to directions of Defendants.

22 79. Defendants violated California Labor Code § 2802, by failing to pay and indemnify
23 Plaintiff, the Class, and the Aggrieved Employees for necessary expenditures and losses incurred
24 in direct consequence of the discharge of their duties or of their obedience to directions of
25 Defendants.

26 80. As a result, Plaintiff, the Class, and the Aggrieved Employees were damaged at least
27 in the amounts of the expenses they paid, or which were deducted by Defendants from their wages.

28 81. Plaintiff, the Class, and the Aggrieved Employees are entitled to reasonable

attorney's fees, expenses, and costs of suit pursuant to California Labor Code § 2802(c) and interest pursuant to California Labor Code § 2802(b).

EIGHTH CAUSE OF ACTION

(Against All Defendants for Violation of California Business & Professions Code §§ 17200, et seq.)

82. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 81 in this Complaint.

83. Defendants, and each of them, are "persons" as defined under California Business & Professions Code § 17201.

84. Defendants' conduct has been, and continues to be, unfair, unlawful, and harmful to Plaintiff, other Class members, and to the general public. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

85. Defendants' activities are violations of California law and constitute unlawful business acts and practices in violation of California Business & Professions Code §§ 17200, *et seq.*

86. A violation of California Business & Professions Code §§ 17200, *et seq.* may be predicated on the violation of any state or federal law. All the acts described herein as violations of, among other things, the California Labor Code, are unlawful and in violation of public policy, unethical, oppressive, fraudulent and unscrupulous, and thereby constitute unfair, unlawful and/or fraudulent business practices in violation of California Business & Professions Code §§ 17200, *et seq.*

Failure to Pay Minimum and Straight Time Wages

87. Defendants' failure to pay minimum and straight time wages, and other benefits in violation of the California Labor Code constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

Failure to Pay Overtime Wages

88. Defendants' failure to pay overtime compensation and other benefits in violation of

California Labor Code §§ 510, 1194, and 1198 constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

Failure to Provide Meal Periods

89. Defendants' failure to provide meal periods in accordance with California Labor Code §§ 226.7 and 512, and the IWC Wage Orders, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

Failure to Authorize and Permit Rest Periods

90. Defendants' failure to authorize and permit rest periods in accordance with California Labor Code § 226.7 and the IWC Wage Orders, as alleged above, constitutes unlawful and/or unfair activity prohibited by Business & Professions Code §§ 17200, *et seq.*

Failure to Indemnify Business Expenses

91. Defendants' failure to reimburse expenses incurred in accordance with California Labor Code § 2802, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

92. By and through their unfair, unlawful and/or fraudulent business practices described herein, the Defendants have obtained valuable property, money and services from Plaintiff, and all persons similarly situated, and have deprived Plaintiff, and all persons similarly situated, of valuable rights and benefits guaranteed by law, all to their detriment.

93. Plaintiff, the Class, and the Aggrieved Employees Members suffered monetary injury as a direct result of Defendants' wrongful conduct.

94. Plaintiff, individually, and on behalf of members of the putative Class, is entitled to, and does, seek such relief as may be necessary to disgorge money and/or property which the Defendants have wrongfully acquired, or of which Plaintiff, the Class, and the Aggrieved Employees have been deprived, by means of the above-described unfair, unlawful and/or fraudulent business practices. Plaintiff, the Class, and the Aggrieved Employees are not obligated to establish individual knowledge of the wrongful practices of Defendants to recover restitution.

95. Plaintiff, individually, and on behalf of members of the putative Class, is further

entitled to, and does, seek a declaration that the above-described business practices are unfair, unlawful and/or fraudulent, and injunctive relief restraining the Defendants, and each of them, from engaging in any of the above-described unfair, unlawful and/or fraudulent business practices in the future.

96. Plaintiff, individually, and on behalf of members of the putative Class, has no plain, speedy, and/or adequate remedy at law to redress the injuries which the Class Members suffered as a consequence of the Defendants' unfair, unlawful and/or fraudulent business practices. As a result of the unfair, unlawful and/or fraudulent business practices described above, Plaintiff, individually, and on behalf of members of the putative Class, has suffered and will continue to suffer irreparable harm unless the Defendants, and each of them, are restrained from continuing to engage in said unfair, unlawful and/or fraudulent business practices.

97. Plaintiff also alleges that if Defendants are not enjoined from the conduct set forth herein above, they will continue to avoid paying the appropriate taxes, insurance and other withholdings.

98. Pursuant to California Business & Professions Code §§ 17200, *et seq.*, Plaintiff and putative Class Members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years prior to the filing of this complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and Class Members; an award of attorneys' fees pursuant to California Code of Civil Procedure § 1021.5 and other applicable laws; and an award of costs.

NINTH CAUSE OF ACTION

(Civil Penalties Under the Private Attorneys General Act of 2004,

Cal. Lab. Code, §§ 2698, *et seq.*)

99. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 98 in this Complaint.

100. At all times herein mentioned, Defendants were subject to the California Labor Code and the applicable IWC Wage Orders.

1 101. California Labor Code section 2699, subdivision (a) specifically provides for a
2 private right of action to recover penalties for violations of the California Labor Code:
3 “Notwithstanding any other provision of law, any provision of this code that provides for a civil
4 penalty to be assessed and collected by the Labor and Workforce Development Agency or any of
5 its departments, divisions, commissions, boards, agencies, or employees, for a violation of this
6 code, may as an alternative, be recovered through a civil action brought by an aggrieved employee
7 on behalf of the employee and other current or former employees against whom a violation of the
8 same provision was committed pursuant to the procedures specified in Section 2699.3.”

9
10 102. Plaintiff has exhausted his administrative remedies pursuant to California Labor
11 Code section 2699.3. On or about July 7, 2026, Plaintiff gave written notice by online filing to the
12 Labor and Workforce Development Agency and by certified mail to Defendants of the specific
13 provisions of the California Labor Code that Defendants have violated against Plaintiff and current
14 and former Aggrieved Employees, including the facts and theories to support the
15 violations. Plaintiff also paid the filing fee on or about July 7, 2026. Plaintiff’s PAGA case
16 number is LWDA-CM-1189296-26. A true and correct copy of the PAGA notice is attached as
17 **Exhibit 1.**

18 103. More than 65 days has elapsed since Plaintiff provided notice, but the Labor and
19 Workforce Development Agency has not indicated that it intends to investigate Defendants’ Labor
20 Code violations discussed in the notices. Accordingly, Plaintiff may commence a civil action to
21 recover penalties under California Labor Code section 2699 pursuant to section 2699.3 for the
22 violations of the Labor Code described in this Complaint. Thus, pursuant to California Labor Code
23 section 2699, subdivision (a), Plaintiff for himself and all current and former Aggrieved
24 Employees, seeks recovery of any and all applicable civil penalties for Defendants’ violation of
25 California Labor Code sections 226, 226.3, 226.7, 558, 1197.1, 2699, 2800, and 2802.

26 104. In addition, Plaintiff seeks penalties for Defendants’ violation of California Labor
27 Code section 1174, subdivision (d). Pursuant to California Labor Code section 1174.5, any person,
28 including any entity, employing labor who willfully fails to maintain accurate and complete records

1 required by California Labor Code section 1174 is subject to a penalty under section 1174.5.
2 Pursuant to the applicable IWC Order section 7, subdivision (A)(3), every employer shall keep
3 time records showing when the employee begins and ends each work period. Meal periods, and
4 total hours worked daily shall also be recorded. Additionally, pursuant to the applicable IWC Order
5 section 7, subdivision (A)(5), every employer shall keep total hours worked in the payroll period
6 and applicable rates of pay.

7 105. During the time period of employment for Plaintiff and the Aggrieved Employees,
8 Defendants failed to maintain records pursuant to the California Labor Code and IWC Orders by
9 failing to maintain accurate records showing meal periods, and accurate records showing when
10 employees begin and end each work period. Defendants' failure to provide and maintain records
11 required by the California Labor Code and IWC Wage Orders deprived Plaintiff and the Aggrieved
12 Employees the ability to know, understand and question the accuracy and frequency of meal
13 periods, and the accuracy of their hours worked stated in Defendants' records. Therefore, Plaintiff
14 and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which
15 resulted in an unjustified economic enrichment to Defendants. As a direct result, Plaintiff and the
16 Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use
17 and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in
18 seeking to compel Defendants to fully perform their obligation under state law, all to their
19 respective damage in amounts according to proof at trial. Because of Defendants' knowing failure
20 to comply with the California Labor Code and applicable IWC Wage Orders, Plaintiff and the
21 Aggrieved Employees have also suffered an injury in that they were prevented from knowing,
22 understanding, and disputing the wage payments paid to them.

23
24 106. Based on the conduct described in this Complaint, Plaintiff is entitled to an award
25 of civil penalties on behalf of the State of California and similarly Aggrieved Employees of
26 Defendants. The exact amount of the applicable penalties, in all, is in an amount to be shown
27 according to proof at trial. These penalties are in addition to all other remedies permitted by law.

28 107. In addition, Plaintiff seeks an award of reasonable attorney's fees and costs pursuant

1 to California Labor Code section 2699, subdivision (g)(1) which states, “Any employee who
2 prevails in any action shall be entitled to an award of reasonable attorney’s fees and costs.”

3 **PRAYER FOR RELIEF**

4 Plaintiff, individually, and on behalf of all others similarly situated only with respect to the
5 Class claims, prays for relief and judgment against Defendants, jointly and severally, as follows:

6 **Class Certification**

- 7 1. That this action be certified as a class action with respect to the First, Second, Third,
9 Fourth, Fifth, Sixth, Seventh, Eighth, and Ninth Causes of Action;
10 2. That Plaintiff be appointed as the representative of the Class; and,
11 3. That counsel for Plaintiff be appointed as Class Counsel.

12 **As to the First Cause of Action**

- 13 4. That the Court declare, adjudge, and decree that Defendants violated California
14 Labor Code §§ 204 and 1194 and applicable IWC Wage Orders by willfully failing to pay all
15 minimum and straight time wages due;
16 5. For unpaid wages as may be appropriate;
17 6. For pre-judgment interest on any unpaid compensation commencing from the date
18 such amounts were due;
19 7. For liquidated damages;
20 8. For reasonable attorneys’ fees and for costs of suit incurred herein pursuant to
21 California Labor Code § 1194(a); and,
22 9. For such other and further relief as the Court may deem equitable and appropriate.

23 **As to the Second Cause of Action**

- 24 10. That the Court declare, adjudge, and decree that Defendants violated California
25 Labor Code §§ 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all
26 overtime wages due;
27 11. For unpaid wages at overtime wage rates as may be appropriate;
28 12. For pre-judgment interest on any unpaid overtime compensation commencing from

1 the date such amounts were due;

2 13. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
3 California Labor Code § 1194(a); and,

4 14. For such other and further relief as the Court may deem equitable and appropriate.

5 As to the Third Cause of Action

6 15. That the Court declare, adjudge, and decree that Defendants violated California
7 Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

9 16. For unpaid meal period premium wages as may be appropriate;

10 17. For pre-judgment interest on any unpaid compensation commencing from the date
11 such amounts were due;

12 18. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5,
13 and for costs of suit incurred herein; and,

14 19. For such other and further relief as the Court may deem equitable and appropriate.

15 As to the Fourth Cause of Action

16 20. That the Court declare, adjudge, and decree that Defendants violated California
17 Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

18 21. For unpaid rest period premium wages as may be appropriate;

19 22. For pre-judgment interest on any unpaid compensation commencing from the date
20 such amounts were due;

21 23. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5,
22 and for costs of suit incurred herein; and,

23 24. For such other and further relief as the Court may deem equitable and appropriate.

24 As to the Fifth Cause of Action

25 25. That the Court declare, adjudge and decree that Defendants violated California
26 Labor Code §§ 201, 202, and 203 by willfully failing to pay all compensation owed at the time of
27 termination of the employment;

28 26. For statutory wage penalties pursuant to California Labor Code § 203 for former

employees who have left Defendants' employ;

27. For pre-judgment interest on any unpaid wages from the date such amounts were due;

28. For reasonable attorneys' fees and for costs of suit incurred herein; and,

29. For such other and further relief as the Court may deem equitable and appropriate.

As to the Sixth Cause of Action

30. That the Court declare, adjudge, and decree that Defendants violated the record keeping provisions of California Labor Code § 226(a) and applicable IWC Wage Orders, and willfully failed to provide accurate itemized wage statements thereto;

31. For all actual damages, according to proof;

32. For statutory penalties pursuant to California Labor Code § 226(e);

33. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code § 226(h);

34. For reasonable attorneys' fees and for costs of suit incurred herein; and,

35. For such other and further relief as the Court may deem equitable and appropriate.

As to the Seventh Cause of Action

36. That the Court declare, adjudge, and decree that Defendants violated California Labor Code § 2802 by willfully failing to indemnify employees for expenditures;

37. For unpaid wages or unreimbursed business expenses as may be appropriate;

38. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

39. For reasonable attorneys' fees and for costs of suit incurred herein; and,

40. For such other and further relief as the Court may deem equitable and appropriate.

As to the Eighth Cause of Action

41. That the Court declare, adjudge, and decree that Defendants violated California Business & Professions Code §§ 17200, *et seq.* by failing to pay for all hours worked (minimum, straight time, and overtime wages), failing to provide meal periods, failing to authorize and permit

rest periods, and failing to indemnify employees for expenditures;

42. For restitution of unpaid wages to Plaintiff and all Class Members and prejudgment interest from the day such amounts were due and payable;

43. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violations of California Business & Professions Code §§ 17200 *et seq.*;

44. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure § 1021.5;

45. For injunctive relief to ensure compliance with this section, pursuant to California Business & Professions Code §§ 17200, *et seq.*; and,

46. For such other and further relief as the Court may deem equitable and appropriate.

As to the Ninth Cause of Action

47. That the Court declare, adjudge, and decree that Defendants violated the California Labor Code by failing to pay wages for all hours worked (including minimum, straight time, and overtime wages), failing to provide meal periods, failing to authorize and permit rest periods, failing to furnish accurate wage statements, and failing to indemnify employees for expenditures;

48. For all civil penalties pursuant to California Labor Code sections 2699, *et seq.*, and all other applicable Labor Code provisions;

49. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 2699; and

50. For such other and further relief as the Court may deem equitable and appropriate.

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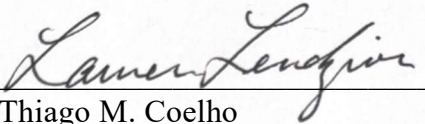
As to All Causes of Action

51. For any additional relief that the Court deems just and proper.

Respectfully submitted,

Dated: September 15, 2026

WILSHIRE LAW FIRM, PLC

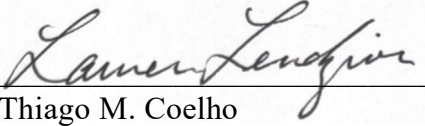
By: 
Thiago M. Coelho
Lauren M. Lenzion
Jennifer M. Leinbach
Jesse S. Chen
Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury as to all causes of action triable by jury.

Dated: September 15, 2026

WILSHIRE LAW FIRM, PLC

By: 

Thiago M. Coelho

Lauren M. Lenzion

Jennifer M. Leinbach

Jesse S. Chen

Attorneys for Plaintiff

EXHIBIT 1

WILSHIRE LAW FIRM, PLC

660 S. Figueroa St., Sky Lobby
Los Angeles, CA 90017
Tel: (213) 381-9988
Fax: (213) 381-9989
wilshirelawfirm.com



Sean Paisan, Esq.
John Yslas, Esq.
John Lucas, Esq.
Tyler Woods, Esq.
Nicol Hajar, Esq.
Thiago Coelho, Esq.
Benjamín Haber, Esq.
Arrash Fattahi, Esq.

July 7, 2026

LWDA

Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
(Via Online Submission)

WESTMINSTER AUTOMOTIVE HOLDINGS I LLC
7303 SE LAKE RD
MILWAUKIE, OR 97267
(Via Certified Mail, Return Receipt Requested)
9489 0090 0027 6780 5294 61

REGISTERED AGENTS INC.

Agent for Service of Process for: WESTMINSTER AUTOMOTIVE HOLDINGS I LLC
1401 21ST STREET, STE R
SACRAMENTO, CA 95811
(Via Certified Mail, Return Receipt Requested)
9489 0090 0027 6780 5294 78

Re: *Ford v. Westminster Automotive Holdings I LLC*
Notice of Labor Code Violations and PAGA Penalties

To Whom It May Concern:

Please be advised that my office has been retained by Nathan Ford to pursue a representative action under the Private Attorneys General Act of 2004, California Labor Code¹ section 2698, *et seq.* (“PAGA”), against Mr. Ford’s former employer, Westminster Automotive (“Westminster Auto” or “Employer”). The purpose of this letter is to comply with PAGA, including Labor Code section 2699.3, and to set forth the facts and theories of Labor Code violations that Mr. Ford alleges Westminster Auto engaged in with respect to Mr. Ford and potentially all of Westminster Auto’s current and former employees.

Mr. Ford wishes to pursue this action on behalf of the State of California, Westminster Auto’s current and former employees, including all other persons who worked for Westminster Auto in California as non-exempt or hourly-paid employees at any time within the applicable statutory

¹ Unless otherwise stated, all references to “Labor Code” are meant to reference the California Labor Code.

period and against whom one or more of the Labor Code violations alleged herein was committed (collectively referred to as “Aggrieved Employees”).

Mr. Ford and the Aggrieved Employees, or some of them, suffered the Labor Code violations described below.

Mr. Ford’s Employment with Westminster Auto

Westminster Auto is a corporate entity that owns and operates Honda World Westminster, a high-volume automotive dealership located at 13600 Beach Boulevard in Westminster, California. Westminster Auto owns and operates a business and establishment within the State of California. Therefore, and based on all the facts and circumstances incident to Westminster Auto’s business in California, Westminster Auto is subject to the Labor Code, the Industrial Wage Commission’s (IWC) Wage Orders, and the California Business and Professions Code.

Mr. Ford is a resident of Los Angeles, California who worked for Westminster Auto as an hourly-paid, non-exempt employee from approximately May 5, 2022, to June 3, 2026. Mr. Ford worked as a detailer. Mr. Ford’s primary job function was detailing and preparing vehicles for sale and delivery.

During Mr. Ford’s employment with Westminster Auto, Westminster Auto paid Mr. Ford an hourly wage and classified Mr. Ford as non-exempt from overtime. Westminster Auto typically scheduled Mr. Ford to work at least five days in a workweek and at least nine hours per day but Mr. Ford also worked more than nine hours in a workday and more than 40 hours in a workweek.

In performing his duties, Mr. Ford was regularly required to perform work “off the clock” without compensation, including but not limited to washing cars for last minute customers, stocking cars and inventory, applying trade-in stickers and changing license plates. Due to understaffing and high workloads, Mr. Ford was also frequently deprived of an opportunity to take legally compliant meal and rest breaks because the few meal and rest breaks Mr. Ford took were often cut short or interrupted.

Westminster Auto did not pay Mr. Ford and Aggrieved Employees all meal and rest break premiums required by the Labor Code. Mr. Ford does not recall ever receiving a rest period premium. Additionally, Mr. Ford necessarily incurred business-related expenses, including but not limited to the use of his personal cell phone, but Westminster Auto did not reimburse those business expenses. These are non-exhaustive examples of the facts and theories Mr. Ford asserts, which are described in more detail below.

Throughout Mr. Ford’s employment, Westminster Auto did not (1) pay for all hours worked (including minimum, straight time, and overtime wages); (2) provide Mr. Ford with legally

compliant meal periods; (3) authorize and permit Mr. Ford to take rest periods; (4) timely pay all final wages to Mr. Ford when Westminster Auto terminated Mr. Ford's employment; (5) furnish accurate wage statements to Mr. Ford; and (6) indemnify Mr. Ford for business expenditures. As will be further discussed, Mr. Ford's experience working for Westminster Auto was typical and illustrative of the experience of the Aggrieved Employees.

Failure to Pay for All Hours Worked, Including Minimum, Straight, and Overtime Wages

Under California law, an employer must pay for all hours worked by an employee. "Hours worked" is the time during which an employee is subject to the control of the employer and includes the time the employee is suffered or permitted to work, whether or not required to do so.

In addition, Labor Code section 510 provides that employees in California shall not be employed for more than eight hours on any workday or 40 hours in a workweek unless they receive additional compensation at the rates specified by law.

Labor Code sections 1194 and 1198 also provide that employees in California shall not be employed more than 8 hours in any workday or 40 hours in a workweek unless they receive the additional compensation as required by law. Further, Section 1198 declares unlawful the employment of an employee for hours longer than those fixed by the IWC.

Throughout the statutory period, Westminster Auto did not pay Mr. Ford and the Aggrieved Employees, or some of them, for all hours worked, including minimum, straight time, and overtime wages. At times, Westminster Auto required Mr. Ford and the Aggrieved Employees, or some of them, to perform "off-the-clock work without compensation," for example, requiring Mr. Ford and the Aggrieved Employees to perform work during uncompensated meal and rest breaks, and before clocking in or after clocking out. As one example, Westminster Auto required Mr. Ford to detail a significant number of cars immediately upon assignment in lieu of taking a meal break and also required Mr. Ford to finish detailing all cars before he could go home. As another example, Mr. Ford was required to carry his personal cell phone with him at all times, including during meal and rest breaks, and to monitor his phone. Some of this unpaid work should have been compensated at the overtime rate. Labor Code section 510 requires employers to compensate employees at one and one-half times their regular rate of pay when employees work more than eight hours per day, more than 40 hours per week, or up to eight hours on the seventh consecutive day of a workweek. Westminster Auto failed to properly pay Mr. Ford overtime wages by failing to include hours worked off the clock in Mr. Ford's overtime calculations. In failing to pay for all hours worked, Westminster Auto also did not maintain accurate records of the hours Mr. Ford and the Aggrieved Employees, or some of them, worked.

As a result, Westminster Auto is liable to Mr. Ford and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code sections 210, 1197.1, and 2699, subdivision (f)(2) for failing to pay for all hours worked, including minimum, straight time, and overtime wages.

Failure to Provide Meal Breaks

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal break no later than the start of the sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal breaks. Despite these legal requirements, Westminster Auto at times wrongfully failed to provide Mr. Ford and the Aggrieved Employees, or some of them, with legally mandated 30-minute, uninterrupted, and duty-free meal breaks in the manner required by law including by failing at times to provide Mr. Ford and the Aggrieved Employees, or some of them, the opportunity to leave the work premises to take meal breaks. For example, Mr. Ford was frequently deprived of an opportunity to take legally compliant meal breaks, including because the very few meal breaks Mr. Ford could take were often cut short or interrupted. Westminster Auto required Mr. Ford and others to work several hours without interruption in lieu of taking a meal period, including but not limited to detailing a significant number of cars for waiting customers, regardless of whether he was scheduled to leave or take a meal period.

Westminster Auto also continued to assert control over Mr. Ford and the Aggrieved Employees, or some of them, by, among other things, requiring, pressuring, or encouraging them to perform work tasks that could not be completed without working in lieu of taking mandatory meal breaks, or by denying Mr. Ford and the Aggrieved Employees, or some of them, permission to take a meal break under the conditions required by law, and without properly compensating Mr. Ford and the Aggrieved Employees, or some of them, for meal breaks that were not provided as required by law. Westminster Auto also did not inform Mr. Ford of Mr. Ford's right to, nor did it permit Mr. Ford to take, all of Mr. Ford's second meal breaks when Mr. Ford worked more than 10 hours in a workday and otherwise unlawfully pressured Mr. Ford to waive such breaks. Accordingly, Westminster Auto at times failed to provide meal breaks to Mr. Ford and the Aggrieved Employees, or some of them, in compliance with California law.

Mr. Ford and the Aggrieved Employees, or some of them, are thus entitled to be paid 1 hour of additional wages for each workday they were not provided with all required meal breaks. Westminster Auto, however, at times failed to pay Mr. Ford and Aggrieved Employees, or some of them, the additional wages to which they were entitled for meal breaks that were not provided. Mr. Ford does not recall ever receiving any meal and rest break premiums.

Thus, Westminster Auto is liable to Mr. Ford and the Aggrieved Employees, or some of them, for civil penalties, including those provided for in Labor Code sections 210 and 2699, subdivision (f)(2), for failing to provide meal breaks in violation of Labor Code sections 226.7 and 512 and failing to pay meal period premium wages.

Failure to Authorize and Permit Rest Breaks

Per California law, employers are required to authorize and permit breaks of 10 uninterrupted minutes for each four hours of work or major fraction of four hours (*i.e.*, more than two hours). Thus, for example, if an employee's work time is six hours and 10 minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as required is itself a violation of California's rest break laws.

Throughout the statutory period, Westminster Auto at times wrongfully failed to authorize and permit Mr. Ford and the Aggrieved Employees, or some of them, to take legally compliant rest breaks in the manner required by law including failing, at times, to authorize and permit Mr. Ford and the Aggrieved Employees, or some of them, the opportunity to leave the work premises to take rest breaks. Westminster Auto at times required Mr. Ford and the Aggrieved Employees, or some of them, to work in excess of four consecutive hours a day without authorizing and permitting them to take a 10-minute, uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours), or without compensating Mr. Ford and the Aggrieved Employees, or some of them, for rest breaks that were not authorized or permitted.

Instead, Westminster Auto at times continued to assert control over Mr. Ford and the Aggrieved Employees, or some of them, by requiring, pressuring, or encouraging them to perform work tasks that could not be completed without working in lieu of taking mandatory rest breaks, or at times by denying Mr. Ford and the Aggrieved Employees, or some of them, permission to take a rest break. For example, at times, it was impossible for Mr. Ford and others to take rest breaks due to understaffing. Westminster Auto required Mr. Ford to detail cars for waiting customers, and at times he was the only detailer available and therefore could not take his rest breaks.

Accordingly, Westminster Auto at times failed to authorize and permit Mr. Ford and the Aggrieved Employees, or some of them, to take rest breaks in compliance with California law. Mr. Ford and the Aggrieved Employees, or some of them, are thus entitled to be paid one hour of additional wages for each workday they were not authorized and permitted to take all required rest breaks. Westminster Auto, however, at times failed to pay Mr. Ford and Aggrieved Employees, or some of them, the additional wages to which they were entitled for rest breaks that they were not authorized and permitted to take.

As a result, Westminster Auto is liable to Mr. Ford and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code sections 210 and 2699, subdivision (f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

Failure to Pay All Earned Wages Twice Per Month

Based on Westminster Auto's failure at times to pay Mr. Ford and the Aggrieved Employees, or some of them, all wages as discussed above, Westminster Auto also violated Labor Code section 204.

Section 204 requires employers to pay employees all earned wages twice per month. Throughout the applicable statutory period, employees were entitled to be paid twice a month at their regular rates of pay, including all meal and rest break premium wages owed and wages owed for overtime hours worked. However, at times, Westminster Auto failed and refused to pay Mr. Ford and the Aggrieved Employees, or some of them, all wages due and failed to pay those wages twice a month, in that Mr. Ford and the Aggrieved Employees, or some of them, were not paid all wages for all meal periods not provided by Westminster Auto, all wages for all rest periods not authorized and permitted by Westminster Auto, and all wages for all hours worked. As a result, Westminster Auto owes Mr. Ford and the Aggrieved Employees, or some of them, unpaid wages, and Mr. Ford and the Aggrieved Employees, or some of them, suffered damages in those amounts.

Moreover, Westminster Auto is liable to Mr. Ford and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code section 210 for failing to pay all earned wages twice per month.

Failure to Maintain Accurate Records of Hours Worked and Meal Breaks

Mr. Ford seeks penalties under Labor Code section 1174, subdivision (d). Under Labor Code section 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by section 1174 is subject to a penalty under section 1174.5. Under the applicable IWC Wage Order, section 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal breaks and total hours worked daily shall also be recorded.

Westminster Auto, however, at times failed to maintain accurate records of hours worked and all meal breaks taken or missed by Mr. Ford and the Aggrieved Employees, or some of them.

Westminster Auto's failure to provide and maintain records required by the Labor Code and the applicable IWC Wage Orders deprived Mr. Ford and the Aggrieved Employees, or some of them, of the ability to know, understand, and question the accuracy and frequency of meal breaks, and the accuracy of their hours worked stated in Westminster Auto's records. Therefore, Mr. Ford

and the Aggrieved Employees, or some of them, had no way to dispute the resulting failure to pay wages, all of which resulted in unjustified economic enrichment to Westminster Auto. As a direct result, Mr. Ford and the Aggrieved Employees, or some of them, have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages, and expenses and attorneys' fees in seeking to compel Westminster Auto to fully perform its obligations under state law, all to their respective damages in amounts according to proof at trial. As a result of Westminster Auto's knowing failure, at times, to comply with the Labor Code and applicable IWC Wage Orders, Mr. Ford and the Aggrieved Employees, or some of them, have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

Failure to Furnish Accurate Wage Statements

Labor Code section 226, subdivision (a) provides that every employer shall, semimonthly or at the time of each payment of wages, furnish each of its employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned; (2) total hours worked by the employee; (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the period for which the employee is paid; (7) the name of the employee and the last four digits of their Social Security number or an employee identification number other than a Social Security number; (8) the name and address of the legal entity that is the employer; and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. An employee is presumed to suffer an injury if this information is missing. (Cal. Lab. Code, § 226, subd. (e)(2)(B)(iii).)

The statute further provides: "An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover 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) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees." (Cal. Lab. Code, § 226, subd. (e)(1).)

Throughout the statutory period, Westminster Auto at times failed, and continues at times to fail, to timely furnish Mr. Ford and the Aggrieved Employees, or some of them, with accurate, itemized wage statements showing all applicable hourly rates, and all gross and net wages earned (including correct hours worked, correct wages for meal breaks that were not provided in accordance with California law, and correct wages for rest breaks that Westminster Auto did not authorize and permit in accordance with California law).

Because Westminster Auto at times violated Labor Code section 226, Mr. Ford and the Aggrieved Employees, or some of them, suffered injury and damage to their statutorily protected rights. Accordingly, Mr. Ford and similarly Aggrieved Employees, or some of them, are entitled to recover from Westminster Auto the greater of their actual damages caused by Westminster Auto's failure to comply with Labor Code section 226, subdivision (a), or an aggregate penalty not exceeding \$4,000 per employee. Moreover, Westminster Auto is liable to Mr. Ford and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code section 226.3 for failing to timely furnish accurate itemized wage statements.

Recordkeeping Requirement Violations

Labor Code section 1174 requires employers to keep "accurate and complete" payroll records showing, among other things, the hours worked daily by employees. The applicable IWC Wage Orders, section 7, similarly require employers to keep accurate time records reflecting the times during which all owed meal breaks were provided each day.

Based on information and belief, Westminster Auto at times failed, and continues at times to fail, to keep accurate and complete payroll records as required by law, including but not limited to the following records: total daily hours worked, applicable rates of pay, time records showing when Mr. Ford and other Aggrieved Employees began and ended each work period, time records of meal breaks, and accurate itemized wage statements.

Based on information and belief, Westminster Auto at times failed and continues at times to fail to keep accurate and complete records showing total hours worked by Mr. Ford and the Aggrieved Employees, or some of them, by virtue of Westminster Auto's time rounding and/or auto-deduction policies and practices and/or other off-the-clock work policies and practices. Westminster Auto failed at times and continues at times to fail to keep accurate and complete records showing total hours worked by virtue of Westminster Auto's failure to relieve Mr. Ford and Aggrieved Employees, or some of them, of all duties and Westminster Auto's control for unpaid meal periods, resulting in unpaid hours worked.

Based on information and belief, Westminster Auto further failed at times, and continues at times to fail, to record the true start and end times of Mr. Ford's and the Aggrieved Employees' meal periods, or some of them.

Based on further information and belief, Westminster Auto further failed at times and continues at times to fail, to record the true start and end times of Mr. Ford's and the Aggrieved Employees' work shifts, or some of them.

Additionally, Westminster Auto at times failed, and continues at times to fail, to keep accurate records and issue accurate wage statements by not documenting accrued sick time for Mr. Ford

and the Aggrieved Employees, or some of them. Westminster Auto's failure to keep "accurate and complete" payroll records for Mr. Ford and the Aggrieved Employees, or some of them, violates Labor Code sections 1174, 1198, 1199, and all applicable IWC Wage Orders, section 7. These violations subject Westminster Auto to civil penalties under Labor Code sections 558.1, 226.6, 1174.5 and 2699. Each violation of each Labor Code section and Wage Order provision, for each Aggrieved Employee (or some of them), results in a separate civil penalty.²

Failure to Indemnify Necessary Expenditures

Labor Code section 2802, subdivision (a) provides that employers shall indemnify their employees for all necessary business expenditures or losses that have been incurred by the employees in direct discharge of their duties. Throughout the applicable statutory period, Westminster Auto at times wrongfully required Mr. Ford and the Aggrieved Employees, or some of them, to pay expenses they incurred in direct discharge of their duties for Westminster Auto including but not limited to cell service. Mr. Ford and the Aggrieved Employees, or some of them, at times paid out-of-pocket for necessary employment-related expenses. Mr. Ford and the Aggrieved Employees, or some of them, incurred substantial expenses as a direct result of performing their job duties for Westminster Auto, but Westminster Auto failed to indemnify Mr. Ford and the Aggrieved Employees, or some of them, for these employment-related expenses.

As a result, Westminster Auto is liable to Mr. Ford and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code sections 2802 and 2699, subdivision (f)(2) for failing to indemnify Mr. Ford and the Aggrieved Employees, or some of them, for necessary business expenditures.

Action for PAGA Civil Penalties

In light of the above, Mr. Ford alleges that Westminster Auto violated the following provisions of the Labor Code with respect to the Aggrieved Employees, or some of them:

1. Labor Code sections 204, 510, 1194, 1197, and 1198 by failing at times to pay for all hours worked, including minimum wages, straight time wages, and overtime wages;
2. Labor Code sections 226.7 and 512, and applicable IWC Wage Orders by failing at times to provide meal breaks;
3. Labor Code section 226.7 and applicable IWC Wage Orders by failing at times to authorize and permit rest breaks;

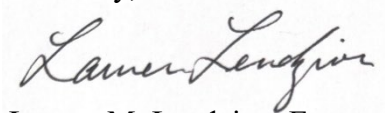
² See Labor Code § 2699, subdivision (f)(2) (establishing that the civil penalty is "for each aggrieved employee per pay period").

4. Labor Code section 204 by failing at times to pay all earned wages twice per month;
5. Labor Code sections 1174 and 1174.5, and applicable IWC Wage Orders by failing at times to maintain accurate records of hours worked and meal breaks taken or missed;
6. Labor Code sections 201 through 203 by willfully failing at times to pay all wages owed at termination;
7. Labor Code section 226 by failing at times to provide accurate itemized wage statements;
8. Labor Code section 1174 by failing at times to keep accurate and complete payroll records; and
9. Labor Code section 2802 by failing at times to indemnify for necessary expenditures;

Therefore, on behalf of the potentially Aggrieved Employees, Mr. Ford seeks applicable penalties related to the violations alleged above under PAGA. These include, but are not limited to, penalties under Labor Code sections 210, 226.3, 1174.5, 1197.1, and 2699.

Mr. Ford has placed Westminster Auto on notice by sending a certified copy of this correspondence by certified mail, as indicated on the first page. Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,



Lauren M. Lenzion, Esq.

WILSHIRE LAW FIRM, PLC

lauren.lenzion@wilshirelawfirm.com

LaurenLenzionsTeam@wilshirelawfirm.com

PROOF OF SERVICE

NATHAN T. FORD VS. WESTMINSTER AUTOMOTIVE HOLDINGS I LLC
Orange County Superior Court Case No.: 30-2026-01579976-CU-OE-CXC

I, Andrea Trujillo, am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to this action. My business address is 660 S. Figueroa St., Sky Lobby, Los Angeles, California 90017. My electronic service address is andrea.trujillo@wilshirelawfirm.com.

On **September 15, 2026**, I served the foregoing document(s) described as:
FIRST AMENDED COMPLAINT
on interested parties in this action as follows:

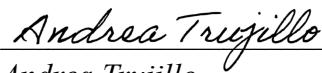
Philip Azzara, Esq
Ryan D. Wheeler
FISHER PHILLIPS
2050 Main Street Suite 1000
Irvine, CA 92614
pazzara@fisherphillips.com;
rwheeler@fisherphillips.com;
mjacobs@fisherphillips.com;
eabina@fisherphillips.com;
gandrade@fisherphillips.com;

Attorneys for Defendant, WESTMINSTER AUTOMOTIVE HOLDINGS I LLC

☒ **BY ELECTRONIC SERVICE** Based on a court order or an agreement of the parties to accept service by electronic transmission per Section 1010.6 of the Code of Civil Procedure, I caused the documents to be sent to the persons at the electronic notification addresses listed on the service list above, by emailing a copy. Pursuant to CCP 1013 (b)(1), my electronic service address is andrea.trujillo@wilshirelawfirm.com.

☒ (STATE) I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on **September 15, 2026**, at Los Angeles, California.



Andrea Trujillo