

**BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

Norman B. Blumenthal (State Bar #068687)  
Kyle R. Nordrehaug (State Bar #205975)  
Aparajit Bhowmik (State Bar #248066)  
Nicholas J. De Blouw (State Bar #280922)  
Victoria B. Rivapalacio (State Bar #275115)  
[victoria@bamlawca.com](mailto:victoria@bamlawca.com)  
2255 Calle Clara  
La Jolla, CA 92037  
Telephone: (858)551-1223  
Facsimile: (858) 551-1232  
Website: [www.bamlawca.com](http://www.bamlawca.com)

*Attorneys for Plaintiff*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**IN AND FOR THE COUNTY OF PLACER**

MARIA G. GONZALEZ, on behalf of the State  
of California, as a private attorney general,

Plaintiff,

vs.

NIELLO BAVARIAN AUTOMOBILES II, INC.,  
a California Corporation; NIELLO BAVARIAN  
AUTOMOBILES, INC., a California  
Corporation; NIELLO IMPORTS II, INC., a  
California Corporation; NIELLO IMPORTS OF  
ROCKLIN, INC., a California Corporation;  
NIELLO INVESTMENTS I, LP, a Limited  
Partnership; NIELLO INVESTMENTS II, LP, a  
Limited Partnership; NIELLO L.P., a Limited  
Partnership; NIELLO MOTOR CAR  
COMPANY, a California Corporation; NIELLO  
PERFORMANCE MOTORS, II, INC., a  
California Corporation; NIELLO  
PERFORMANCE MOTORS, INC., a California  
Corporation; R. L. NIELLO CO., INC., a  
California Corporation; THE NIELLO  
COMPANY, a California Corporation; and DOES  
1 through 50, inclusive,

Defendants.

Case No. S-CV-0057309

**REPRESENTATIVE ACTION  
COMPLAINT FOR:**

1. Civil Penalties Pursuant to Labor Code  
§ 2699 for violations of Labor Code  
§§ 201, 202, 203, 204, 210, 226(a), 226.7,  
510, 512, 558(a)(1)(2), 1194, 1197,  
1197.1, 1198, 2802, California Code of  
Regulations, Title 8, Section 11040,  
Subdivision 5(A)-(B), and the applicable  
Wage Order(s).

1 Plaintiff Maria G. Gonzalez (“PLAINTIFF”), on behalf of the people of the State of  
2 California and as an “aggrieved employee” acting as a private attorney general under the  
3 Labor Code Private Attorney General Act of 2004, § 2699, (“PAGA”) only, alleges on  
4 information and belief, except for her own acts and knowledge which are based on personal  
5 knowledge, the following:

### 6 **INTRODUCTION**

7 1. PLAINTIFF brings this action against defendants Niello Bavarian Automobiles  
8 II, Inc., Niello Bavarian Automobiles, Inc., Niello Imports II, Inc., Niello Imports of Rocklin,  
9 Inc., Niello Investments I, LP, Niello Investments II, LP, Niello L.P., Niello Motor Car  
10 Company, Niello Performance Motors, II, Inc., Niello Performance Motors, Inc., R. L. Niello  
11 Co., Inc. and The Niello Company. (referred to as “DEFENDANT”) seeking only to recover  
12 PAGA civil penalties on behalf of all current and former aggrieved employees that worked for  
13 DEFENDANT. PLAINTIFF does **not seek to recover anything other than penalties as**  
14 **permitted by California Labor Code § 2699.** To the extent that statutory violations are  
15 mentioned for wage violations, PLAINTIFF does not seek underlying general and/or special  
16 damages for those violations, but simply the civil penalties permitted by California Labor Code  
17 § 2699.

18 2. California has enacted the PAGA which permits PLAINTIFF to bring an action  
19 for PAGA penalties *only*, which is the precise and sole nature of this action.

20 3. Accordingly, PLAINTIFF seeks to obtain all applicable relief for  
21 DEFENDANT’s violations under PAGA and solely for the relief as permitted by PAGA – that  
22 is, penalties and any other relief the Court deems proper pursuant to the PAGA. Nothing in this  
23 complaint should be construed as attempting to obtain any relief that would not be available in  
24 a PAGA-only action.

25 4. PLAINTIFF is not suing in her individual capacity; she is proceeding  
26 herein solely under the PAGA, on behalf of the State of California for all aggrieved employees.  
27 Nothing in this complaint should be construed as PLAINTIFF suing in her individual capacity.  
28

## **THE PARTIES**

5. Niello Bavarian Automobiles II, Inc. is a corporation that at all relevant times mentioned herein conducted and continues to conduct substantial business in California. Niello Bavarian Automobiles, Inc. is a corporation that at all relevant times mentioned herein conducted and continues to conduct substantial business in California. Niello Imports II, Inc. is a corporation that at all relevant times mentioned herein conducted and continues to conduct substantial business in California. Niello Imports of Rocklin, Inc. is a corporation that at all relevant times mentioned herein conducted and continues to conduct substantial business in California. Niello Investments I, LP is a limited partnership that at all relevant times mentioned herein conducted and continues to conduct substantial business in California. Niello Investments II, LP is a limited partnership that at all relevant times mentioned herein conducted and continues to conduct substantial business in California. Niello L.P. is a limited partnership that at all relevant times mentioned herein conducted and continues to conduct substantial business in California. Niello Motor Car Company is a corporation that at all relevant times mentioned herein conducted and continues to conduct substantial business in California. Niello Performance Motors, II, Inc. is a corporation that at all relevant times mentioned herein conducted and continues to conduct substantial business in California. Niello Performance Motors, Inc. is a corporation that at all relevant times mentioned herein conducted and continues to conduct substantial business in California. R. L. Niello Co., Inc. is a corporation that at all relevant times mentioned herein conducted and continues to conduct substantial business in California. The Niello Company is a corporation that at all relevant times mentioned herein conducted and continues to conduct substantial business in California.

6. Niello Bavarian Automobiles II, Inc., Niello Bavarian Automobiles, Inc., Niello Imports II, Inc., Niello Imports of Rocklin, Inc., Niello Investments I, LP, Niello Investments II, LP, Niello L.P., Niello Motor Car Company, Niello Performance Motors, II, Inc., Niello Performance Motors, Inc., R. L. Niello Co., Inc., and, The Niello Company were the joint employers of PLAINTIFF as evidenced by paycheck, standardized company employment handbooks, by standardized policies and procedures, by the company PLAINTIFF performed

1 work for respectively and are therefore jointly responsible as employers for the conduct alleged  
2 herein, and are therefore collectively referred to herein as ("DEFENDANT"). DEFENDANT  
3 sells and services cars to its customers in California.

4 7. PLAINTIFF was employed by DEFENDANT in California from November of  
5 2022 to April of 2025. PLAINTIFF was at all times classified by DEFENDANT as a  
6 non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest  
7 periods and payment of minimum and overtime wages due for all time worked.

8 8. PLAINTIFF, and such persons that may be added from time to time who satisfy  
9 the requirements and exhaust the administrative procedures under the Private Attorney General  
10 Act, brings this Representative Action on behalf of the State of California with respect to all  
11 individuals who are or previously were employed by Niello Bavarian Automobiles II, Inc.  
12 and/or Niello Bavarian Automobiles, Inc. and/or Niello Imports II, Inc. and/or Niello Imports  
13 of Rocklin, Inc. and/or Niello Investments I, LP and/or Niello Investments II, LP and/or Niello  
14 L.P. and/or Niello Motor Car Company and/or Niello Performance Motors, II, Inc. and/or  
15 Niello Performance Motors, Inc. and/or R. L. Niello Co., Inc. and/or The Niello Company in  
16 California, including any employees staffed with Niello Bavarian Automobiles II, Inc. and/or  
17 Niello Bavarian Automobiles, Inc. and/or Niello Imports II, Inc. and/or Niello Imports of  
18 Rocklin, Inc. and/or Niello Investments I, LP and/or Niello Investments II, LP and/or Niello  
19 L.P. and/or Niello Motor Car Company and/or Niello Performance Motors, II, Inc. and/or  
20 Niello Performance Motors, Inc. and/or R. L. Niello Co., Inc. and/or The Niello Company by  
21 a third party, and classified as non-exempt employees ("AGGRIEVED EMPLOYEES") during  
22 the time period of November 19, 2024 until a date as determined by the Court (the "PAGA  
23 PERIOD").

24 9. PLAINTIFF, on behalf of all AGGRIEVED EMPLOYEES presently or  
25 formerly employed by DEFENDANT during the PAGA PERIOD, brings this representative  
26 action pursuant to Labor Code § 2699 seeking fixed civil penalties for DEFENDANT's  
27 violation of California Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512,  
28 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8,

1 Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s). Based upon the  
2 foregoing, PLAINTIFF and all AGGRIEVED EMPLOYEES are aggrieved employees  
3 within the meaning of Labor Code § 2699.

4 10. The true names and capacities, whether individual, corporate, subsidiary,  
5 partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are  
6 presently unknown to PLAINTIFF who therefore sues these Defendants by such fictitious  
7 names pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this  
8 Complaint to allege the true names and capacities of Does 1 through 50, inclusive, when  
9 they are ascertained. PLAINTIFF is informed and believes, and based upon that information  
10 and belief alleges, that the Defendants named in this Complaint, including DOES 1 through  
11 50, inclusive, are responsible in some manner for one or more of the events and happenings  
12 that proximately caused the injuries and damages hereinafter alleged.

13 11. The agents, servants and/or employees of the Defendants and each of them  
14 acting on behalf of the Defendants acted within the course and scope of his, her or its  
15 authority as the agent, servant and/or employee of the Defendants, and personally  
16 participated in the conduct alleged herein on behalf of the Defendants with respect to the  
17 conduct alleged herein. Consequently, the acts of each Defendant are legally attributable to  
18 the other Defendants and all Defendants are jointly and severally liable to PLAINTIFF and  
19 all the AGGRIEVED EMPLOYEES, for the loss sustained as a proximate result of the  
20 conduct of the Defendants' agents, servants and/or employees.

### 21 22 **THE CONDUCT**

23 12. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT  
24 was required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for all their time  
25 worked, meaning the time during which an employee is subject to the control of an  
26 employer, including all the time the employee is suffered or permitted to work.  
27 DEFENDANT requires PLAINTIFF and the AGGRIEVED EMPLOYEES to work without  
28 paying them for all the time they are under DEFENDANT's control. Among other things,

1 DEFENDANT requires PLAINTIFF to work while clocked out during what is supposed to  
2 be PLAINTIFF's off-duty meal break. PLAINTIFF was from time to time interrupted by  
3 work assignments while clocked out for what should have been PLAINTIFF's off-duty meal  
4 break. DEFENDANT, as a matter of established company policy and procedure,  
5 administers a uniform practice of rounding the actual time worked and recorded by  
6 PLAINTIFF and the AGGRIEVED EMPLOYEES, always to the benefit of DEFENDANT,  
7 so that during the course of their employment, PLAINTIFF and the AGGRIEVED  
8 EMPLOYEES are paid less than they would have been paid had they been paid for actual  
9 recorded time rather than "rounded" time. As a result, PLAINTIFF and the AGGRIEVED  
10 EMPLOYEES forfeit minimum wage, overtime wage compensation, and off-duty meal  
11 breaks by working without their time being correctly recorded and without compensation at  
12 the applicable rates. DEFENDANT's policy and practice not to pay PLAINTIFF and the  
13 AGGRIEVED EMPLOYEES for all time worked, is evidenced by DEFENDANT's business  
14 records.

15 13. As a result of their rigorous work schedules, PLAINTIFF and the  
16 AGGRIEVED EMPLOYEES were from time to time unable to take thirty (30) minute off  
17 duty meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF  
18 and the AGGRIEVED EMPLOYEES were required from time to time to perform work as  
19 ordered by DEFENDANT for more than five (5) hours during some shifts without receiving  
20 a meal break. Further, DEFENDANT from time to time failed to provide PLAINTIFF and  
21 AGGRIEVED EMPLOYEES with a second off-duty meal period for some workdays in  
22 which these employees were required by DEFENDANT to work ten (10) hours of work.  
23 DEFENDANT also engaged in the practice of rounding the meal period times to avoid  
24 paying penalties to PLAINTIFF and the AGGRIEVED EMPLOYEES. PLAINTIFF and the  
25 AGGRIEVED EMPLOYEES therefore forfeit meal breaks without additional compensation  
26 and in accordance with DEFENDANT's corporate policy and practice.

27 14. During the PAGA PERIOD, PLAINTIFF and the AGGRIEVED  
28 EMPLOYEES were also required from time to time to work in excess of four (4) hours

1 without being provided ten (10) minute rest periods. Further, these employees were denied  
2 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2)  
3 to four (4) hours from time to time, a first and second rest period of at least ten (10) minutes  
4 for some shifts worked of between six (6) and eight (8) hours from time to time, and a first,  
5 second and third rest period of at least ten (10) minutes for some shifts worked of ten (10)  
6 hours or more from time to time. PLAINTIFF and the AGGRIEVED EMPLOYEES were  
7 also not provided with one hour wages in lieu thereof. Additionally, the applicable  
8 California Wage Order requires employers to provide employees with off-duty rest periods,  
9 which the California Supreme Court defined as time during which an employee is relieved  
10 from all work related duties and free from employer control. In so doing, the Court held that  
11 the requirement under California law that employers authorize and permit all employees to  
12 take rest period means that employers must relieve employees of all duties and relinquish  
13 control over how employees spend their time which includes control over the locations  
14 where employees may take their rest period. Employers cannot impose controls that prohibit  
15 an employee from taking a brief walk - five minutes out, five minutes back. Here,  
16 DEFENDANT's policy restricted PLAINTIFF and the AGGRIEVED EMPLOYEES from  
17 unconstrained walks and is unlawful based on DEFENDANT's rule which states  
18 PLAINTIFF and the AGGRIEVED EMPLOYEES cannot leave the work premises during  
19 their rest period.

20 15. During the PAGA PERIOD, DEFENDANT failed to accurately record and  
21 pay PLAINTIFF and the AGGRIEVED EMPLOYEES for the actual amount of time these  
22 employees worked. Pursuant to the Industrial Welfare Commission Wage Orders,  
23 DEFENDANT was required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for  
24 all time worked, meaning the time during which an employee was subject to the control of  
25 an employer, including all the time the employee was permitted or suffered to permit this  
26 work. DEFENDANT required these employees to work off the clock without paying them  
27 for all the time they were under DEFENDANT's control. As such, DEFENDANT knew or  
28 should have known that PLAINTIFF and the AGGRIEVED EMPLOYEES were under

1 compensated for all time worked. As a result, PLAINTIFF and the AGGRIEVED  
2 EMPLOYEES forfeited time worked by working without their time being accurately  
3 recorded and without compensation at the applicable minimum wage and overtime wage  
4 rates. To the extent that the time worked off the clock does not qualify for overtime  
5 premium payment, DEFENDANT failed to pay minimum wages for the time worked off-  
6 the-clock in violation of Cal. Lab. Code §§ 1194, 1197, and 1197.1.

7 16. From time to time, DEFENDANT also failed to provide PLAINTIFF and the  
8 AGGRIEVED EMPLOYEES with complete and accurate wage statements which failed to  
9 show, among other things, the correct gross and net wages earned. Cal. Lab. Code § 226  
10 provides that every employer shall furnish each of his or her employees with an accurate  
11 itemized wage statement in writing showing, among other things, gross wages earned and all  
12 applicable hourly rates in effect during the pay period and the corresponding amount of time  
13 worked at each hourly rate. PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on  
14 an hourly basis. As such, the wage statements should reflect all applicable hourly rates  
15 during the pay period and the total hours worked, and the applicable pay period in which the  
16 wages were earned pursuant to California Labor Code Section 226(a). The wage statements  
17 DEFENDANT provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to  
18 identify such information. More specifically, the wage statements failed to identify the  
19 accurate total hours worked each pay period. When the hours shown on the wage statements  
20 were added up, they did not equal the actual total hours worked during the pay period in  
21 violation of Cal. Lab. Code 226(a)(2). Aside, from the violations listed above in this  
22 paragraph, DEFENDANT failed to issue to PLAINTIFF an itemized wage statement that  
23 lists all the requirements under California Labor Code 226. As a result, DEFENDANT from  
24 time to time provided PLAINTIFF and the AGGRIEVED EMPLOYEES with wage  
25 statements which violated Cal. Lab. Code § 226.

26 17. Cal. Lab. Code § 204(d) provides, the requirements of this section shall be  
27 deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if  
28

1 the wages are paid not more than seven (7) calendar days following the close of the payroll  
2 period. Cal. Lab. Code § 210 provides:

3 [I]n addition to, and entirely independent and apart from, any other penalty provided  
4 in this article, every person who fails to pay the wages of each employee as provided in  
5 Sections. . . 204. . . shall be subject to a civil penalty as follows: (1) For any initial  
6 violation, one hundred dollars (\$100) for each failure to pay each employee; (2) For  
each subsequent violation, or any willful or intentional violation, two hundred dollars  
(\$200) for each failure to pay each employee, plus 25 percent of the amount  
unlawfully withheld.

7 18. DEFENDANT from time to time failed to pay PLAINTIFF and the  
8 AGGRIEVED EMPLOYEES within seven (7) days of the close of the payroll period in  
9 accordance with Cal. Lab. Code § 204(d), including but not limited to the "Hourly" regular  
10 wage payments.

11 19. As a pattern and practice, DEFENDANT regularly failed to pay PLAINTIFF  
12 and the AGGRIEVED EMPLOYEES their correct wages and accordingly owe waiting time  
13 penalties pursuant to Cal. Lab. Code Section 203.

14 20. DEFENDANT intentionally and knowingly failed to reimburse and indemnify  
15 PLAINTIFF and the AGGRIEVED EMPLOYEES for required business expenses incurred  
16 by the PLAINTIFF and the AGGRIEVED EMPLOYEES in direct consequence of  
17 discharging their duties on behalf of DEFENDANT. Under California Labor Code Section  
18 2802, employers are required to indemnify employees for all expenses incurred in the course  
19 and scope of their employment. Cal. Lab. Code § 2802 expressly states that "an employer  
20 shall indemnify his or her employee for all necessary expenditures or losses incurred by the  
21 employee in direct consequence of the discharge of his or her duties, or of his or her  
22 obedience to the directions of the employer, even though unlawful, unless the employee, at  
23 the time of obeying the directions, believed them to be unlawful."

24 21. In the course of their employment PLAINTIFF and the AGGRIEVED  
25 EMPLOYEES as a business expense, were required by DEFENDANT to use their own  
26 personal cellular phones as a result of and in furtherance of their job duties as employees for  
27 DEFENDANT but are not reimbursed or indemnified by DEFENDANT for the cost  
28 associated with the use of their personal cellular phones for DEFENDANT's benefit.

1 Specifically, PLAINTIFF and the AGGRIEVED EMPLOYEES were required by  
2 DEFENDANT to use their personal cellular phones. As a result, in the course of their  
3 employment with DEFENDANT, PLAINTIFF and the AGGRIEVED EMPLOYEES  
4 incurred unreimbursed business expenses which included, but were not limited to, costs  
5 related to the use of their personal cellular phones all on behalf of and for the benefit of  
6 DEFENDANT.

7 22. The employment of PLAINTIFF and some AGGRIEVED EMPLOYEES has  
8 terminated and DEFENDANT has not tendered payment of all wages owed as required by  
9 law.

#### 10 **JURISDICTION AND VENUE**

11 23. This Court has jurisdiction over this Action pursuant to California Code of  
12 Civil Procedure, Section 410.10.

13 24. Venue is proper in this Court pursuant to California Code of Civil Procedure,  
14 Sections 395.5 and 393, because DEFENDANT operates in locations across California,  
15 employs AGGRIEVED EMPLOYEES across California, including in this County, and  
16 committed the wrongful conduct herein alleged in this County against AGGRIEVED  
17 EMPLOYEES.

#### 18 **FIRST CAUSE OF ACTION**

##### 19 **For Violation of the Private Attorneys General Act**

20 **[Cal. Lab. Code §§ 2698]**

21 **(By PLAINTIFF and Against All Defendants)**

22 25. PLAINTIFF realleges and incorporates by this reference, as though fully set  
23 forth herein, the prior paragraphs of this Complaint.

24 26. PAGA is a mechanism by which the State of California itself can enforce state  
25 labor laws through the employee suing under the PAGA who do so as the proxy or agent of  
26 the state's labor law enforcement agencies. An action to recover civil penalties under  
27 PAGA is fundamentally a law enforcement action designed to protect the public and not to  
28

1 benefit private parties. The purpose of the PAGA is not to recover damages or restitution,  
2 but to create a means of "deputizing" citizens as private attorneys general to enforce the  
3 Labor Code. In enacting PAGA, the California Legislature specified that "it was ... in the  
4 public interest to allow aggrieved employees, acting as private attorneys general to recover  
5 civil penalties for Labor Code violations ..." Stats. 2003, ch. 906, § 1. Accordingly, PAGA  
6 claims cannot be subject to arbitration.

7 27. PLAINTIFF, and such persons that may be added from time to time who  
8 satisfy the requirements and exhaust the administrative procedures under the Private  
9 Attorney General Act, brings this Representative Action on behalf of the State of California  
10 with respect to all individuals who are or previously were employed by Niello Bavarian  
11 Automobiles II, Inc. and/or Niello Bavarian Automobiles, Inc. and/or Niello Imports II, Inc.  
12 and/or Niello Imports of Rocklin, Inc. and/or Niello Investments I, LP and/or Niello  
13 Investments II, LP and/or Niello L.P. and/or Niello Motor Car Company and/or Niello  
14 Performance Motors, II, Inc. and/or Niello Performance Motors, Inc. and/or R. L. Niello  
15 Co., Inc. and/or The Niello Company in California, including any employees staffed with  
16 Niello Bavarian Automobiles II, Inc. and/or Niello Bavarian Automobiles, Inc. and/or Niello  
17 Imports II, Inc. and/or Niello Imports of Rocklin, Inc. and/or Niello Investments I, LP  
18 and/or Niello Investments II, LP and/or Niello L.P. and/or Niello Motor Car Company  
19 and/or Niello Performance Motors, II, Inc. and/or Niello Performance Motors, Inc. and/or  
20 R. L. Niello Co., Inc. and/or The Niello Company by a third party, and classified as non-  
21 exempt employees ("AGGRIEVED EMPLOYEES") during the time period of November  
22 19, 2024 until a date as determined by the Court (the "PAGA PERIOD").

23 28. On November 19, 2025, PLAINTIFF gave written notice by electronic mail to  
24 the Labor and Workforce Development Agency (the "Agency") and by certified mail to the  
25 employer of the specific provisions of this code alleged to have been violated as required by  
26 Labor Code § 2699.3. See Exhibit #1, attached hereto and incorporated by this reference  
27 herein. On February 19, 2026, PLAINTIFF gave amended written notice by electronic mail  
28 to the Labor and Workforce Development Agency (the "Agency") and by certified mail to

1 the employer of the specific provisions of this code alleged to have been violated as required  
2 by Labor Code § 2699.3. See **Exhibit #2**, attached hereto and incorporated by this reference  
3 herein. The statutory waiting period for PLAINTIFF to add these allegations to the  
4 Complaint has expired. As a result, pursuant to Section 2699.3, PLAINTIFF may now  
5 commence a representative civil action under PAGA pursuant to Section 2699 as the proxy  
6 of the State of California with respect to all AGGRIEVED EMPLOYEES as herein defined.

7 29. The policies, acts and practices heretofore described were and are an unlawful  
8 business act or practice because DEFENDANT (a) failed to provide PLAINTIFF and the  
9 AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly  
10 record and provide legally required meal and rest periods, (c) failed to pay minimum wages,  
11 (d) failed to pay overtime wages, (e) failed to reimburse employees for required expenses,  
12 and (f) failed to provide wages when due, all in violation of the applicable Labor Code  
13 sections listed in Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512,  
14 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8,  
15 Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s), and thereby gives  
16 rise to civil penalties as a result of such conduct.<sup>1</sup> PLAINTIFF hereby seeks recovery of  
17 only civil penalties as prescribed by the Labor Code Private Attorney General Act of 2004 as  
18 the representative of the State of California for the illegal conduct perpetrated on  
19 PLAINTIFF and the AGGRIEVED EMPLOYEES.

#### 20 **PRAYER FOR RELIEF**

21 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and  
22 severally, as follows:

- 23 1. On behalf of the State of California and with respect to all AGGRIEVED  
24 EMPLOYEES:

25 A) Recovery of civil penalties as prescribed by the Labor Code Private  
26 Attorneys General Act of 2004; and,

---

27 <sup>1</sup>Plaintiff specifically excludes and/or does not allege any claims under California Labor  
28 Code §558(a)(3).

1                   B)     An award of attorneys' fees and cost of suit, as allowable under the  
2 law, including, but not limited to, pursuant to Labor Code §2699.

3 Dated: February 25, 2026     BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW  
4                                   LLP

5  
6                                   By:     /s/ Norman Blumenthal  
7                                             Norman B. Blumenthal  
8                                             Kyle R. Nordrehaug  
9                                             Nicholas J. De Blouw  
10                                            *Attorneys for Plaintiff*

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# EXHIBIT 1

**BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

**2255 CALLE CLARA  
LA JOLLA, CALIFORNIA 92037**

**Web Site: [www.bamlawca.com](http://www.bamlawca.com)**

**San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago**

**Phone: (858) 551-1223**

**Fax: (858) 551-1232**

**WRITERS E-MAIL:  
[Nick@bamlawca.com](mailto:Nick@bamlawca.com)**

**WRITERS EXT:  
1004**

November 19, 2025  
CA3754

**VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT**

Labor and Workforce Development Agency      Niello Investments I, LP & Niello  
Online Filing      Investments II, LP  
Certified Mail #9589071052702856168771  
Martin Camsey  
1481 River Park Drive  
Sacramento, CA 95815

RE: Notice Of Violations Of California Labor Code Sections §§ 204, 210, 226(a), 226.7, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California, and Violation of Applicable Industrial Welfare Commission Wage Order(s) brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by Niello Bavarian Automobiles II, Inc. and/or Niello Bavarian Automobiles, Inc. and/or Niello Imports II, Inc. and/or Niello Imports of Rocklin, Inc. and/or Niello Investments I, LP and/or Niello Investments II, LP and/or Niello L.P. and/or Niello Motor Car Company and/or Niello Performance Motors, II, Inc. and/or Niello Performance Motors, Inc. and/or R.L. Niello Co., Inc. and/or The Niello Company (collectively referred to as “Defendant”) in California, including any employees staffed with Niello Bavarian Automobiles II, Inc. and/or Niello Bavarian Automobiles, Inc. and/or Niello Imports II, Inc. and/or Niello Imports of Rocklin, Inc. and/or Niello Investments I, LP and/or Niello Investments II, LP and/or Niello L.P. and/or Niello Motor Car Company and/or Niello Performance Motors, II, Inc. and/or Niello Performance Motors, Inc. and/or R.L. Niello Co., Inc. and/or The Niello Company by a third party, and classified as non-exempt employees during the time period of November 19, 2025 until a date as determined by the Court (“PAGA Period”). Our offices represent Maria G. Gonzalez (“Plaintiff”) and other Aggrieved Employees in a lawsuit against Defendant. Plaintiff was employed by Defendant in California from November of 2022 until April of 2025. Plaintiff worked for Defendant as a Receptionist at 4545 Granite Drive, Rocklin, California 95677.

Plaintiff was at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully

# **BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

**2255 CALLE CLARA**

**LA JOLLA, CALIFORNIA 92037**

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Fax: (858) 551-1232

failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages, for all of their missed meal and rest breaks, for all of their time spent working off the clock as described further below, and for businesses expenses incurred but not reimbursed.

As to Plaintiff's off the clock work, Plaintiff would sometimes have to wait for the computer to boot up in order to be able to clock in. Often times, there were issues logging in, meaning Plaintiff's password wasn't recognized or the computer experienced delays in presenting Plaintiff with the log in screen. As such, Plaintiff sometimes sacrificed time and worked off the clock as she was not able to log in promptly upon her daily arrival. This process then repeated itself when Plaintiff was poised to check out for the day.

Yet the extent of Plaintiff's unpaid off the clock time didn't end there, not even close. In fact, there was a mandatory group chat that was active long after Plaintiff left work for the day. These text messages included the car wash department, notifications from sales, alerts from the rental car group and more. Defendant required Plaintiff to keep track of these messages nightly to ensure she knew of her assignments when she arrived in the morning. The constant barrage of incoming text messages ensured that Plaintiff was never fully off the clock. In a common theme, this off the clock time went unpaid by Defendant in violation of Cal. Lab. Codes Sections 510, 1194, 1197, 1197.1 and 1198.

As a part of Plaintiff's job, Plaintiff was required to use her personal cell phone for a security application that was used to locate vehicles on Defendant's parking lot. Further, per the paragraph directly above, Plaintiff was required to access her personal cell phone to communicate with other departments during, and after, her work day. During the PAGA Period, Plaintiff and other Aggrieved Employees were required to purchase such cellular phones. Despite requiring Plaintiff and other Aggrieved Employees to purchase their personal cellular phones to perform the job, Defendant failed to reimburse Plaintiff for all of her cellular phone related expenses that she incurred as a result of her job duties for Defendant in violation of Cal. Lab. Code Section 2802. Defendant failed to reimburse Plaintiff for the costs associated with her cell phone use in violation of Cal. Lab. Code Section 2802 during the PAGA period.

During the PAGA period Plaintiff and other Aggrieved Employees were not able to always take the legally required meal and rest periods which is in violation of Cal. Labor Codes Sections 226.7 and 512. In all cases, Plaintiff had to stay on task and on time with Defendant's burdensome schedule and attend to the constant flow of required tasks, including but not limited to communicating with the service department, the sales department, the finance department, and all customers, thereby foregoing all of her rest breaks in the process. As such, Plaintiff never received a single rest break during her entire employment term. A review of Plaintiff's pay stubs reveals that Defendant failed to pay Plaintiff for all of her rest and meal break violations. It was common knowledge that Defendant simply didn't provide rest breaks. Nonetheless, Plaintiff didn't receive any

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rest break premiums at any point during her employment term, meaning she didn't enjoy the benefits of these legally protected rest breaks nor her rightful premiums for missing such breaks.

Further, Plaintiff was required to carry a walkie-talkie (radio) at all times during her workday. As such, Plaintiff was on constant call as Defendant had little regard for her time or her meal and rest breaks. These alerts arrived during what should have been Plaintiff's uninterrupted lunch breaks, meaning Plaintiff was left to carry out these orders from Defendant in lieu of enjoying her legally protected meal breaks. Considering as much, one would think that Plaintiff's pay stubs would be littered with meal period premiums. That is hardly the case as very few such penalties can be found. As a result of the above, Defendant violated Cal. Labor Code Sections 226.7, 512 & 1198.

Pursuant to Labor Code § 204 & 210, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages, including the minimum, overtime and meal and rest break penalties described above. Plaintiff further contends that Defendant failed to provide him and other Aggrieved Employees with accurate wage statements in violation of California Labor Code section 226(a). Plaintiff and the Aggrieved Employees were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a)(9). The wage statements Defendant provided to Plaintiff and the Aggrieved employees failed to identify the number of hours worked and hourly rates. Additionally, Defendant violated Cal. Lab. Code Section 226(a)(8) by failing to correctly list the name of the legal entity that employs Plaintiff and other Aggrieved Employees.

This notice is provided to enable Plaintiff to proceed with a Complaint against Defendant as authorized by California Labor Code section 2699. The lawsuit will consist of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all Aggrieved Employees. If you have any questions of concerns, please do not hesitate to contact me at the above number and email address.

Respectfully,

*/s/ Nicholas J. De Blouw*

Nicholas J. De Blouw Esq.

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**WRITERS E-MAIL:  
[Nick@bamlawca.com](mailto:Nick@bamlawca.com)**

**WRITERS EXT:  
1004**

November 19, 2025  
CA3754

**VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT**

Labor and Workforce Development Agency      Niello Bavarian Automobiles II, Inc. &  
Online Filing      Niello Bavarian Automobiles, Inc.  
Certified Mail #9589071052702856168757  
Richard L. Niello Jr.  
1481 River Park Drive  
Sacramento, CA 95815

RE: Notice Of Violations Of California Labor Code Sections §§ 204, 210, 226(a), 226.7, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California, and Violation of Applicable Industrial Welfare Commission Wage Order(s) brought Pursuant To California Labor Code Section 2699.5.

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“Aggrieved Employees” refers to all individuals who are or previously were employed by Niello Bavarian Automobiles II, Inc. and/or Niello Bavarian Automobiles, Inc. and/or Niello Imports II, Inc. and/or Niello Imports of Rocklin, Inc. and/or Niello Investments I, LP and/or Niello Investments II, LP and/or Niello L.P. and/or Niello Motor Car Company and/or Niello Performance Motors, II, Inc. and/or Niello Performance Motors, Inc. and/or R.L. Niello Co., Inc. and/or The Niello Company (collectively referred to as “Defendant”) in California, including any employees staffed with Niello Bavarian Automobiles II, Inc. and/or Niello Bavarian Automobiles, Inc. and/or Niello Imports II, Inc. and/or Niello Imports of Rocklin, Inc. and/or Niello Investments I, LP and/or Niello Investments II, LP and/or Niello L.P. and/or Niello Motor Car Company and/or Niello Performance Motors, II, Inc. and/or Niello Performance Motors, Inc. and/or R.L. Niello Co., Inc. and/or The Niello Company by a third party, and classified as non-exempt employees during the time period of November 19, 2025 until a date as determined by the Court (“PAGA Period”). Our offices represent Maria G. Gonzalez (“Plaintiff”) and other Aggrieved Employees in a lawsuit against Defendant. Plaintiff was employed by Defendant in California from November of 2022 until April of 2025. Plaintiff worked for Defendant as a Receptionist at 4545 Granite Drive, Rocklin, California 95677.

Plaintiff was at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of

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minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages, for all of their missed meal and rest breaks, for all of their time spent working off the clock as described further below, and for businesses expenses incurred but not reimbursed.

As to Plaintiff's off the clock work, Plaintiff would sometimes have to wait for the computer to boot up in order to be able to clock in. Often times, there were issues logging in, meaning Plaintiff's password wasn't recognized or the computer experienced delays in presenting Plaintiff with the log in screen. As such, Plaintiff sometimes sacrificed time and worked off the clock as she was not able to log in promptly upon her daily arrival. This process then repeated itself when Plaintiff was poised to check out for the day.

Yet the extent of Plaintiff's unpaid off the clock time didn't end there, not even close. In fact, there was a mandatory group chat that was active long after Plaintiff left work for the day. These text messages included the car wash department, notifications from sales, alerts from the rental car group and more. Defendant required Plaintiff to keep track of these messages nightly to ensure she knew of her assignments when she arrived in the morning. The constant barrage of incoming text messages ensured that Plaintiff was never fully off the clock. In a common theme, this off the clock time went unpaid by Defendant in violation of Cal. Lab. Codes Sections 510, 1194, 1197, 1197.1 and 1198.

As a part of Plaintiff's job, Plaintiff was required to use her personal cell phone for a security application that was used to locate vehicles on Defendant's parking lot. Further, per the paragraph directly above, Plaintiff was required to access her personal cell phone to communicate with other departments during, and after, her work day. During the PAGA Period, Plaintiff and other Aggrieved Employees were required to purchase such cellular phones. Despite requiring Plaintiff and other Aggrieved Employees to purchase their personal cellular phones to perform the job, Defendant failed to reimburse Plaintiff for all of her cellular phone related expenses that she incurred as a result of her job duties for Defendant in violation of Cal. Lab. Code Section 2802. Defendant failed to reimburse Plaintiff for the costs associated with her cell phone use in violation of Cal. Lab. Code Section 2802 during the PAGA period.

During the PAGA period Plaintiff and other Aggrieved Employees were not able to always take the legally required meal and rest periods which is in violation of Cal. Labor Codes Sections 226.7 and 512. In all cases, Plaintiff had to stay on task and on time with Defendant's burdensome schedule and attend to the constant flow of required tasks, including but not limited to communicating with the service department, the sales department, the finance department, and all customers, thereby foregoing all of her rest breaks in the process. As such, Plaintiff never received a single rest break during her entire employment term. A review of Plaintiff's pay stubs reveals that Defendant failed to

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pay Plaintiff for all of her rest and meal break violations. It was common knowledge that Defendant simply didn't provide rest breaks. Nonetheless, Plaintiff didn't receive any rest break premiums at any point during her employment term, meaning she didn't enjoy the benefits of these legally protected rest breaks nor her rightful premiums for missing such breaks.

Further, Plaintiff was required to carry a walkie-talkie (radio) at all times during her workday. As such, Plaintiff was on constant call as Defendant had little regard for her time or her meal and rest breaks. These alerts arrived during what should have been Plaintiff's uninterrupted lunch breaks, meaning Plaintiff was left to carry out these orders from Defendant in lieu of enjoying her legally protected meal breaks. Considering as much, one would think that Plaintiff's pay stubs would be littered with meal period premiums. That is hardly the case as very few such penalties can be found. As a result of the above, Defendant violated Cal. Labor Code Sections 226.7, 512 & 1198.

Pursuant to Labor Code § 204 & 210, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages, including the minimum, overtime and meal and rest break penalties described above. Plaintiff further contends that Defendant failed to provide him and other Aggrieved Employees with accurate wage statements in violation of California Labor Code section 226(a). Plaintiff and the Aggrieved Employees were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a)(9). The wage statements Defendant provided to Plaintiff and the Aggrieved employees failed to identify the number of hours worked and hourly rates. Additionally, Defendant violated Cal. Lab. Code Section 226(a)(8) by failing to correctly list the name of the legal entity that employs Plaintiff and other Aggrieved Employees.

This notice is provided to enable Plaintiff to proceed with a Complaint against Defendant as authorized by California Labor Code section 2699. The lawsuit will consist of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all Aggrieved Employees. If you have any questions of concerns, please do not hesitate to contact me at the above number and email address.

Respectfully,

*/s/ Nicholas J. De Blouw*

Nicholas J. De Blouw Esq.

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WRITERS EXT:

1004

November 19, 2025

CA3754

**VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT**

Labor and Workforce Development Agency  
Online Filing

Niello Imports II, Inc.  
Certified Mail #9589071052702856168719  
Richard Niello  
1481 River Park Drive  
Sacramento, CA 95815

RE: Notice Of Violations Of California Labor Code Sections §§ 204, 210, 226(a), 226.7, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California, and Violation of Applicable Industrial Welfare Commission Wage Order(s) brought Pursuant To California Labor Code Section 2699.5.

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failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages, for all of their missed meal and rest breaks, for all of their time spent working off the clock as described further below, and for businesses expenses incurred but not reimbursed.

As to Plaintiff's off the clock work, Plaintiff would sometimes have to wait for the computer to boot up in order to be able to clock in. Often times, there were issues logging in, meaning Plaintiff's password wasn't recognized or the computer experienced delays in presenting Plaintiff with the log in screen. As such, Plaintiff sometimes sacrificed time and worked off the clock as she was not able to log in promptly upon her daily arrival. This process then repeated itself when Plaintiff was poised to check out for the day.

Yet the extent of Plaintiff's unpaid off the clock time didn't end there, not even close. In fact, there was a mandatory group chat that was active long after Plaintiff left work for the day. These text messages included the car wash department, notifications from sales, alerts from the rental car group and more. Defendant required Plaintiff to keep track of these messages nightly to ensure she knew of her assignments when she arrived in the morning. The constant barrage of incoming text messages ensured that Plaintiff was never fully off the clock. In a common theme, this off the clock time went unpaid by Defendant in violation of Cal. Lab. Codes Sections 510, 1194, 1197, 1197.1 and 1198.

As a part of Plaintiff's job, Plaintiff was required to use her personal cell phone for a security application that was used to locate vehicles on Defendant's parking lot. Further, per the paragraph directly above, Plaintiff was required to access her personal cell phone to communicate with other departments during, and after, her work day. During the PAGA Period, Plaintiff and other Aggrieved Employees were required to purchase such cellular phones. Despite requiring Plaintiff and other Aggrieved Employees to purchase their personal cellular phones to perform the job, Defendant failed to reimburse Plaintiff for all of her cellular phone related expenses that she incurred as a result of her job duties for Defendant in violation of Cal. Lab. Code Section 2802. Defendant failed to reimburse Plaintiff for the costs associated with her cell phone use in violation of Cal. Lab. Code Section 2802 during the PAGA period.

During the PAGA period Plaintiff and other Aggrieved Employees were not able to always take the legally required meal and rest periods which is in violation of Cal. Labor Codes Sections 226.7 and 512. In all cases, Plaintiff had to stay on task and on time with Defendant's burdensome schedule and attend to the constant flow of required tasks, including but not limited to communicating with the service department, the sales department, the finance department, and all customers, thereby foregoing all of her rest breaks in the process. As such, Plaintiff never received a single rest break during her entire employment term. A review of Plaintiff's pay stubs reveals that Defendant failed to pay Plaintiff for all of her rest and meal break violations. It was common knowledge that

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Defendant simply didn't provide rest breaks. Nonetheless, Plaintiff didn't receive any rest break premiums at any point during her employment term, meaning she didn't enjoy the benefits of these legally protected rest breaks nor her rightful premiums for missing such breaks.

Further, Plaintiff was required to carry a walkie-talkie (radio) at all times during her workday. As such, Plaintiff was on constant call as Defendant had little regard for her time or her meal and rest breaks. These alerts arrived during what should have been Plaintiff's uninterrupted lunch breaks, meaning Plaintiff was left to carry out these orders from Defendant in lieu of enjoying her legally protected meal breaks. Considering as much, one would think that Plaintiff's pay stubs would be littered with meal period premiums. That is hardly the case as very few such penalties can be found. As a result of the above, Defendant violated Cal. Labor Code Sections 226.7, 512 & 1198.

Pursuant to Labor Code § 204 & 210, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages, including the minimum, overtime and meal and rest break penalties described above. Plaintiff further contends that Defendant failed to provide him and other Aggrieved Employees with accurate wage statements in violation of California Labor Code section 226(a). Plaintiff and the Aggrieved Employees were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a)(9). The wage statements Defendant provided to Plaintiff and the Aggrieved employees failed to identify the number of hours worked and hourly rates. Additionally, Defendant violated Cal. Lab. Code Section 226(a)(8) by failing to correctly list the name of the legal entity that employs Plaintiff and other Aggrieved Employees.

This notice is provided to enable Plaintiff to proceed with a Complaint against Defendant as authorized by California Labor Code section 2699. The lawsuit will consist of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all Aggrieved Employees. If you have any questions or concerns, please do not hesitate to contact me at the above number and email address.

Respectfully,

*/s/ Nicholas J. De Blouw*

Nicholas J. De Blouw Esq.

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Labor and Workforce Development Agency  
Online Filing

Niello Imports of Rocklin, Inc., Niello  
Performance Motors, II, Inc., & Niello  
Performance Motors, Inc.  
Certified Mail #9589071052702856168726  
Richard L. Niello  
1481 River Park Drive  
Sacramento, CA 95815

RE: Notice Of Violations Of California Labor Code Sections §§ 204, 210, 226(a),  
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Plaintiff was at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages, for all of their missed meal and rest breaks, for all of their time spent working off the clock as described further below, and for businesses expenses incurred but not reimbursed.

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As a part of Plaintiff's job, Plaintiff was required to use her personal cell phone for a security application that was used to locate vehicles on Defendant's parking lot. Further, per the paragraph directly above, Plaintiff was required to access her personal cell phone to communicate with other departments during, and after, her work day. During the PAGA Period, Plaintiff and other Aggrieved Employees were required to purchase such cellular phones. Despite requiring Plaintiff and other Aggrieved Employees to purchase their personal cellular phones to perform the job, Defendant failed to reimburse Plaintiff for all of her cellular phone related expenses that she incurred as a result of her job duties for Defendant in violation of Cal. Lab. Code Section 2802. Defendant failed to reimburse Plaintiff for the costs associated with her cell phone use in violation of Cal. Lab. Code Section 2802 during the PAGA period.

During the PAGA period Plaintiff and other Aggrieved Employees were not able to always take the legally required meal and rest periods which is in violation of Cal. Labor Codes Sections 226.7 and 512. In all cases, Plaintiff had to stay on task and on

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**LA JOLLA, CALIFORNIA 92037**

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time with Defendant's burdensome schedule and attend to the constant flow of required tasks, including but not limited to communicating with the service department, the sales department, the finance department, and all customers, thereby foregoing all of her rest breaks in the process. As such, Plaintiff never received a single rest break during her entire employment term. A review of Plaintiff's pay stubs reveals that Defendant failed to pay Plaintiff for all of her rest and meal break violations. It was common knowledge that Defendant simply didn't provide rest breaks. Nonetheless, Plaintiff didn't receive any rest break premiums at any point during her employment term, meaning she didn't enjoy the benefits of these legally protected rest breaks nor her rightful premiums for missing such breaks.

Further, Plaintiff was required to carry a walkie-talkie (radio) at all times during her workday. As such, Plaintiff was on constant call as Defendant had little regard for her time or her meal and rest breaks. These alerts arrived during what should have been Plaintiff's uninterrupted lunch breaks, meaning Plaintiff was left to carry out these orders from Defendant in lieu of enjoying her legally protected meal breaks. Considering as much, one would think that Plaintiff's pay stubs would be littered with meal period premiums. That is hardly the case as very few such penalties can be found. As a result of the above, Defendant violated Cal. Labor Code Sections 226.7, 512 & 1198.

Pursuant to Labor Code § 204 & 210, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages, including the minimum, overtime and meal and rest break penalties described above. Plaintiff further contends that Defendant failed to provide him and other Aggrieved Employees with accurate wage statements in violation of California Labor Code section 226(a). Plaintiff and the Aggrieved Employees were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a)(9). The wage statements Defendant provided to Plaintiff and the Aggrieved employees failed to identify the number of hours worked and hourly rates. Additionally, Defendant violated Cal. Lab. Code Section 226(a)(8) by failing to correctly list the name of the legal entity that employs Plaintiff and other Aggrieved Employees.

This notice is provided to enable Plaintiff to proceed with a Complaint against Defendant as authorized by California Labor Code section 2699. The lawsuit will consist of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all Aggrieved Employees. If you have any questions or concerns, please do not hesitate to contact me at the above number and email address.

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Respectfully,

*/s/ Nicholas J. De Blouw*

Nicholas J. De Blouw Esq.

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**WRITERS E-MAIL:  
[Nick@bamlawca.com](mailto:Nick@bamlawca.com)**

**WRITERS EXT:  
1004**

November 19, 2025  
CA3754

**VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT**

|                                        |                                        |
|----------------------------------------|----------------------------------------|
| Labor and Workforce Development Agency | Niello L.P.                            |
| Online Filing                          | Certified Mail #9589071052702856168696 |
|                                        | Richard L. Niello                      |
|                                        | 2701 Arden Way                         |
|                                        | Sacramento, CA 95815                   |

RE: Notice Of Violations Of California Labor Code Sections §§ 204, 210, 226(a), 226.7, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California, and Violation of Applicable Industrial Welfare Commission Wage Order(s) brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by Niello Bavarian Automobiles II, Inc. and/or Niello Bavarian Automobiles, Inc. and/or Niello Imports II, Inc. and/or Niello Imports of Rocklin, Inc. and/or Niello Investments I, LP and/or Niello Investments II, LP and/or Niello L.P. and/or Niello Motor Car Company and/or Niello Performance Motors, II, Inc. and/or Niello Performance Motors, Inc. and/or R.L. Niello Co., Inc. and/or The Niello Company (collectively referred to as “Defendant”) in California, including any employees staffed with Niello Bavarian Automobiles II, Inc. and/or Niello Bavarian Automobiles, Inc. and/or Niello Imports II, Inc. and/or Niello Imports of Rocklin, Inc. and/or Niello Investments I, LP and/or Niello Investments II, LP and/or Niello L.P. and/or Niello Motor Car Company and/or Niello Performance Motors, II, Inc. and/or Niello Performance Motors, Inc. and/or R.L. Niello Co., Inc. and/or The Niello Company by a third party, and classified as non-exempt employees during the time period of November 19, 2025 until a date as determined by the Court (“PAGA Period”). Our offices represent Maria G. Gonzalez (“Plaintiff”) and other Aggrieved Employees in a lawsuit against Defendant. Plaintiff was employed by Defendant in California from November of 2022 until April of 2025. Plaintiff worked for Defendant as a Receptionist at 4545 Granite Drive, Rocklin, California 95677.

Plaintiff was at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully

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failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages, for all of their missed meal and rest breaks, for all of their time spent working off the clock as described further below, and for businesses expenses incurred but not reimbursed.

As to Plaintiff's off the clock work, Plaintiff would sometimes have to wait for the computer to boot up in order to be able to clock in. Often times, there were issues logging in, meaning Plaintiff's password wasn't recognized or the computer experienced delays in presenting Plaintiff with the log in screen. As such, Plaintiff sometimes sacrificed time and worked off the clock as she was not able to log in promptly upon her daily arrival. This process then repeated itself when Plaintiff was poised to check out for the day.

Yet the extent of Plaintiff's unpaid off the clock time didn't end there, not even close. In fact, there was a mandatory group chat that was active long after Plaintiff left work for the day. These text messages included the car wash department, notifications from sales, alerts from the rental car group and more. Defendant required Plaintiff to keep track of these messages nightly to ensure she knew of her assignments when she arrived in the morning. The constant barrage of incoming text messages ensured that Plaintiff was never fully off the clock. In a common theme, this off the clock time went unpaid by Defendant in violation of Cal. Lab. Codes Sections 510, 1194, 1197, 1197.1 and 1198.

As a part of Plaintiff's job, Plaintiff was required to use her personal cell phone for a security application that was used to locate vehicles on Defendant's parking lot. Further, per the paragraph directly above, Plaintiff was required to access her personal cell phone to communicate with other departments during, and after, her work day. During the PAGA Period, Plaintiff and other Aggrieved Employees were required to purchase such cellular phones. Despite requiring Plaintiff and other Aggrieved Employees to purchase their personal cellular phones to perform the job, Defendant failed to reimburse Plaintiff for all of her cellular phone related expenses that she incurred as a result of her job duties for Defendant in violation of Cal. Lab. Code Section 2802. Defendant failed to reimburse Plaintiff for the costs associated with her cell phone use in violation of Cal. Lab. Code Section 2802 during the PAGA period.

During the PAGA period Plaintiff and other Aggrieved Employees were not able to always take the legally required meal and rest periods which is in violation of Cal. Labor Codes Sections 226.7 and 512. In all cases, Plaintiff had to stay on task and on time with Defendant's burdensome schedule and attend to the constant flow of required tasks, including but not limited to communicating with the service department, the sales department, the finance department, and all customers, thereby foregoing all of her rest breaks in the process. As such, Plaintiff never received a single rest break during her entire employment term. A review of Plaintiff's pay stubs reveals that Defendant failed to pay Plaintiff for all of her rest and meal break violations. It was common knowledge that

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Pursuant to Labor Code § 204 & 210, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages, including the minimum, overtime and meal and rest break penalties described above. Plaintiff further contends that Defendant failed to provide him and other Aggrieved Employees with accurate wage statements in violation of California Labor Code section 226(a). Plaintiff and the Aggrieved Employees were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a)(9). The wage statements Defendant provided to Plaintiff and the Aggrieved employees failed to identify the number of hours worked and hourly rates. Additionally, Defendant violated Cal. Lab. Code Section 226(a)(8) by failing to correctly list the name of the legal entity that employs Plaintiff and other Aggrieved Employees.

This notice is provided to enable Plaintiff to proceed with a Complaint against Defendant as authorized by California Labor Code section 2699. The lawsuit will consist of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all Aggrieved Employees. If you have any questions or concerns, please do not hesitate to contact me at the above number and email address.

Respectfully,

*/s/ Nicholas J. De Blouw*

Nicholas J. De Blouw Esq.

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[Nick@bamlawca.com](mailto:Nick@bamlawca.com)

WRITERS EXT:

1004

November 19, 2025

CA3754

**VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT**

Labor and Workforce Development Agency  
Online Filing

Niello Motor Car Company  
Certified Mail #9589071052702856168702  
Yuliya Peck  
4609 Madison Avenue  
Sacramento, CA 95841

RE: Notice Of Violations Of California Labor Code Sections §§ 204, 210, 226(a), 226.7, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California, and Violation of Applicable Industrial Welfare Commission Wage Order(s) brought Pursuant To California Labor Code Section 2699.5.

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Plaintiff was at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully

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During the PAGA period Plaintiff and other Aggrieved Employees were not able to always take the legally required meal and rest periods which is in violation of Cal. Labor Codes Sections 226.7 and 512. In all cases, Plaintiff had to stay on task and on time with Defendant's burdensome schedule and attend to the constant flow of required tasks, including but not limited to communicating with the service department, the sales department, the finance department, and all customers, thereby foregoing all of her rest breaks in the process. As such, Plaintiff never received a single rest break during her entire employment term. A review of Plaintiff's pay stubs reveals that Defendant failed to pay Plaintiff for all of her rest and meal break violations. It was common knowledge that

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Respectfully,

*/s/ Nicholas J. De Blouw*

Nicholas J. De Blouw Esq.

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WRITERS EXT:

1004

November 19, 2025

CA3754

**VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT**

Labor and Workforce Development Agency  
Online Filing

R.L. Niello Co., Inc.  
Certified Mail #9589071052702856168733  
Richard L. Niello Jr.  
1481 River Park Drive  
Sacramento, CA 95815

RE: Notice Of Violations Of California Labor Code Sections §§ 204, 210, 226(a), 226.7, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California, and Violation of Applicable Industrial Welfare Commission Wage Order(s) brought Pursuant To California Labor Code Section 2699.5.

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**LA JOLLA, CALIFORNIA 92037**

**Web Site: [www.bamlawca.com](http://www.bamlawca.com)**

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

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Fax: (858) 551-1232

WRITERS E-MAIL:

[Nick@bamlawca.com](mailto:Nick@bamlawca.com)

WRITERS EXT:

1004

November 19, 2025

CA3754

**VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT**

Labor and Workforce Development Agency  
Online Filing

The Niello Company  
Certified Mail #9589071052702856168740  
Richard L. Niello III  
1481 River Park Drive  
Sacramento, CA 95815

RE: Notice Of Violations Of California Labor Code Sections §§ 204, 210, 226(a), 226.7, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California, and Violation of Applicable Industrial Welfare Commission Wage Order(s) brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by Niello Bavarian Automobiles II, Inc. and/or Niello Bavarian Automobiles, Inc. and/or Niello Imports II, Inc. and/or Niello Imports of Rocklin, Inc. and/or Niello Investments I, LP and/or Niello Investments II, LP and/or Niello L.P. and/or Niello Motor Car Company and/or Niello Performance Motors, II, Inc. and/or Niello Performance Motors, Inc. and/or R.L. Niello Co., Inc. and/or The Niello Company (collectively referred to as “Defendant”) in California, including any employees staffed with Niello Bavarian Automobiles II, Inc. and/or Niello Bavarian Automobiles, Inc. and/or Niello Imports II, Inc. and/or Niello Imports of Rocklin, Inc. and/or Niello Investments I, LP and/or Niello Investments II, LP and/or Niello L.P. and/or Niello Motor Car Company and/or Niello Performance Motors, II, Inc. and/or Niello Performance Motors, Inc. and/or R.L. Niello Co., Inc. and/or The Niello Company by a third party, and classified as non-exempt employees during the time period of November 19, 2025 until a date as determined by the Court (“PAGA Period”). Our offices represent Maria G. Gonzalez (“Plaintiff”) and other Aggrieved Employees in a lawsuit against Defendant. Plaintiff was employed by Defendant in California from November of 2022 until April of 2025. Plaintiff worked for Defendant as a Receptionist at 4545 Granite Drive, Rocklin, California 95677.

Plaintiff was at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully

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failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages, for all of their missed meal and rest breaks, for all of their time spent working off the clock as described further below, and for businesses expenses incurred but not reimbursed.

As to Plaintiff's off the clock work, Plaintiff would sometimes have to wait for the computer to boot up in order to be able to clock in. Often times, there were issues logging in, meaning Plaintiff's password wasn't recognized or the computer experienced delays in presenting Plaintiff with the log in screen. As such, Plaintiff sometimes sacrificed time and worked off the clock as she was not able to log in promptly upon her daily arrival. This process then repeated itself when Plaintiff was poised to check out for the day.

Yet the extent of Plaintiff's unpaid off the clock time didn't end there, not even close. In fact, there was a mandatory group chat that was active long after Plaintiff left work for the day. These text messages included the car wash department, notifications from sales, alerts from the rental car group and more. Defendant required Plaintiff to keep track of these messages nightly to ensure she knew of her assignments when she arrived in the morning. The constant barrage of incoming text messages ensured that Plaintiff was never fully off the clock. In a common theme, this off the clock time went unpaid by Defendant in violation of Cal. Lab. Codes Sections 510, 1194, 1197, 1197.1 and 1198.

As a part of Plaintiff's job, Plaintiff was required to use her personal cell phone for a security application that was used to locate vehicles on Defendant's parking lot. Further, per the paragraph directly above, Plaintiff was required to access her personal cell phone to communicate with other departments during, and after, her work day. During the PAGA Period, Plaintiff and other Aggrieved Employees were required to purchase such cellular phones. Despite requiring Plaintiff and other Aggrieved Employees to purchase their personal cellular phones to perform the job, Defendant failed to reimburse Plaintiff for all of her cellular phone related expenses that she incurred as a result of her job duties for Defendant in violation of Cal. Lab. Code Section 2802. Defendant failed to reimburse Plaintiff for the costs associated with her cell phone use in violation of Cal. Lab. Code Section 2802 during the PAGA period.

During the PAGA period Plaintiff and other Aggrieved Employees were not able to always take the legally required meal and rest periods which is in violation of Cal. Labor Codes Sections 226.7 and 512. In all cases, Plaintiff had to stay on task and on time with Defendant's burdensome schedule and attend to the constant flow of required tasks, including but not limited to communicating with the service department, the sales department, the finance department, and all customers, thereby foregoing all of her rest breaks in the process. As such, Plaintiff never received a single rest break during her entire employment term. A review of Plaintiff's pay stubs reveals that Defendant failed to pay Plaintiff for all of her rest and meal break violations. It was common knowledge that

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Defendant simply didn't provide rest breaks. Nonetheless, Plaintiff didn't receive any rest break premiums at any point during her employment term, meaning she didn't enjoy the benefits of these legally protected rest breaks nor her rightful premiums for missing such breaks.

Further, Plaintiff was required to carry a walkie-talkie (radio) at all times during her workday. As such, Plaintiff was on constant call as Defendant had little regard for her time or her meal and rest breaks. These alerts arrived during what should have been Plaintiff's uninterrupted lunch breaks, meaning Plaintiff was left to carry out these orders from Defendant in lieu of enjoying her legally protected meal breaks. Considering as much, one would think that Plaintiff's pay stubs would be littered with meal period premiums. That is hardly the case as very few such penalties can be found. As a result of the above, Defendant violated Cal. Labor Code Sections 226.7, 512 & 1198.

Pursuant to Labor Code § 204 & 210, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages, including the minimum, overtime and meal and rest break penalties described above. Plaintiff further contends that Defendant failed to provide him and other Aggrieved Employees with accurate wage statements in violation of California Labor Code section 226(a). Plaintiff and the Aggrieved Employees were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a)(9). The wage statements Defendant provided to Plaintiff and the Aggrieved employees failed to identify the number of hours worked and hourly rates. Additionally, Defendant violated Cal. Lab. Code Section 226(a)(8) by failing to correctly list the name of the legal entity that employs Plaintiff and other Aggrieved Employees.

This notice is provided to enable Plaintiff to proceed with a Complaint against Defendant as authorized by California Labor Code section 2699. The lawsuit will consist of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all Aggrieved Employees. If you have any questions or concerns, please do not hesitate to contact me at the above number and email address.

Respectfully,

*/s/ Nicholas J. De Blouw*

Nicholas J. De Blouw Esq.

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# EXHIBIT 2

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February 19, 2026  
CA3754

**VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT**

|                                                         |                                                                                                                                      |
|---------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|
| Labor and Workforce Development Agency<br>Online Filing | Niello Investments I, LP<br>Certified Mail #9589071052703647148569<br>Martin Camsey<br>1481 River Park Drive<br>Sacramento, CA 95815 |
|---------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|

**AMENDED NOTICE FOR LWDA CASE NO. LWDA-CM-1139290-25**

RE: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California, and Violation of Applicable Industrial Welfare Commission Wage Order(s) brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

Plaintiff sent PAGA notices on November 19, 2025 to Niello Bavarian Automobiles II, Inc., Niello Bavarian Automobiles, Inc., Niello Imports II, Inc., Niello Imports of Rocklin, Inc., Niello Investments I, LP, Niello Investments II, LP, Niello L.P., Niello Motor Car Company, Niello Performance Motors, II, Inc., Niello Performance Motors, Inc., R.L. Niello Co., Inc. and The Niello Company (collectively referred to as “Defendant”). After the submission of the original PAGA notices, Plaintiff was made aware that a typo existed as to the beginning of the PAGA Period. Plaintiff is providing this amended PAGA notice in order to correct the typo regarding the beginning of the PAGA Period, which is November 19, 2024, as set forth below. Plaintiff is also providing this amended PAGA notice in order to clarify that, since Plaintiff’s employment with Defendant ended in April of 2025 as alleged in the original PAGA notices, Plaintiff also alleges that Defendant failed to provide wages when due in violation of Cal. Lab. Code §§ 201, 202 and 203, as set forth below.

“Aggrieved Employees” refers to all individuals who are or previously were employed by Niello Bavarian Automobiles II, Inc. and/or Niello Bavarian Automobiles, Inc. and/or Niello Imports II, Inc. and/or Niello Imports of Rocklin, Inc. and/or Niello Investments I, LP and/or Niello Investments II, LP and/or Niello L.P. and/or Niello Motor Car Company and/or Niello Performance Motors, II, Inc. and/or Niello

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Performance Motors, Inc. and/or R.L. Niello Co., Inc. and/or The Niello Company (collectively referred to as “Defendant”) in California, including any employees staffed with Niello Bavarian Automobiles II, Inc. and/or Niello Bavarian Automobiles, Inc. and/or Niello Imports II, Inc. and/or Niello Imports of Rocklin, Inc. and/or Niello Investments I, LP and/or Niello Investments II, LP and/or Niello L.P. and/or Niello Motor Car Company and/or Niello Performance Motors, II, Inc. and/or Niello Performance Motors, Inc. and/or R.L. Niello Co., Inc. and/or The Niello Company by a third party, and classified as non-exempt employees during the time period of November 19, 2024 until a date as determined by the Court (“PAGA Period”). Our offices represent Maria G. Gonzalez (“Plaintiff”) and other Aggrieved Employees in a lawsuit against Defendant. Plaintiff was employed by Defendant in California from November of 2022 until April of 2025. Plaintiff worked for Defendant as a Receptionist at 4545 Granite Drive, Rocklin, California 95677.

Plaintiff was at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages, for all of their missed meal and rest breaks, for all of their time spent working off the clock as described further below, and for businesses expenses incurred but not reimbursed.

As to Plaintiff’s off the clock work, Plaintiff would sometimes have to wait for the computer to boot up in order to be able to clock in. Often times, there were issues logging in, meaning Plaintiff’s password wasn’t recognized or the computer experienced delays in presenting Plaintiff with the log in screen. As such, Plaintiff sometimes sacrificed time and worked off the clock as she was not able to log in promptly upon her daily arrival. This process then repeated itself when Plaintiff was poised to check out for the day.

Yet the extent of Plaintiff’s unpaid off the clock time didn’t end there, not even close. In fact, there was a mandatory group chat that was active long after Plaintiff left work for the day. These text messages included the car wash department, notifications from sales, alerts from the rental car group and more. Defendant required Plaintiff to keep track of these messages nightly to ensure she knew of her assignments when she arrived in the morning. The constant barrage of incoming text messages ensured that Plaintiff was never fully off the clock. In a common theme, this off the clock time went unpaid by Defendant in violation of Cal. Lab. Codes Sections 510, 1194, 1197, 1197.1 and 1198.

As a part of Plaintiff’s job, Plaintiff was required to use her personal cell phone for a security application that was used to locate vehicles on Defendant’s parking lot.

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Further, per the paragraph directly above, Plaintiff was required to access her personal cell phone to communicate with other departments during, and after, her work day. During the PAGA Period, Plaintiff and other Aggrieved Employees were required to purchase such cellular phones. Despite requiring Plaintiff and other Aggrieved Employees to purchase their personal cellular phones to perform the job, Defendant failed to reimburse Plaintiff for all of her cellular phone related expenses that she incurred as a result of her job duties for Defendant in violation of Cal. Lab. Code Section 2802. Defendant failed to reimburse Plaintiff for the costs associated with her cell phone use in violation of Cal. Lab. Code Section 2802 during the PAGA period.

During the PAGA period Plaintiff and other Aggrieved Employees were not able to always take the legally required meal and rest periods which is in violation of Cal. Labor Codes Sections 226.7 and 512. In all cases, Plaintiff had to stay on task and on time with Defendant's burdensome schedule and attend to the constant flow of required tasks, including but not limited to communicating with the service department, the sales department, the finance department, and all customers, thereby foregoing all of her rest breaks in the process. As such, Plaintiff never received a single rest break during her entire employment term. A review of Plaintiff's pay stubs reveals that Defendant failed to pay Plaintiff for all of her rest and meal break violations. It was common knowledge that Defendant simply didn't provide rest breaks. Nonetheless, Plaintiff didn't receive any rest break premiums at any point during her employment term, meaning she didn't enjoy the benefits of these legally protected rest breaks nor her rightful premiums for missing such breaks.

Further, Plaintiff was required to carry a walkie-talkie (radio) at all times during her workday. As such, Plaintiff was on constant call as Defendant had little regard for her time or her meal and rest breaks. These alerts arrived during what should have been Plaintiff's uninterrupted lunch breaks, meaning Plaintiff was left to carry out these orders from Defendant in lieu of enjoying her legally protected meal breaks. Considering as much, one would think that Plaintiff's pay stubs would be littered with meal period premiums. That is hardly the case as very few such penalties can be found. As a result of the above, Defendant violated Cal. Labor Code Sections 226.7, 512 & 1198.

Pursuant to Labor Code § 204 & 210, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages, including the minimum, overtime and meal and rest break penalties described above. Plaintiff further contends that Defendant failed to provide him and other Aggrieved Employees with accurate wage statements in violation of California Labor Code section 226(a). Plaintiff and the Aggrieved Employees were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code

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Section 226(a)(9). The wage statements Defendant provided to Plaintiff and the Aggrieved employees failed to identify the number of hours worked and hourly rates. Additionally, Defendant violated Cal. Lab. Code Section 226(a)(8) by failing to correctly list the name of the legal entity that employs Plaintiff and other Aggrieved Employees.

Finally, as described in detail in this notice, Defendant failed to pay all wages and premiums owed to Plaintiff and Aggrieved Employees during their employment and also failed to timely pay those amounts due and earned to departing employees upon separation of employment, such as when Plaintiff's employment with Defendant ended in April of 2025, in violation of California Labor Code Sections 201-204. Defendant also failed to pay the waiting time penalties owed to Plaintiff and other Aggrieved Employees that stemmed from the non-payment of wages and premiums owed based on the allegations above.

This notice is provided to enable Plaintiff to proceed with a Complaint against Defendant as authorized by California Labor Code section 2699. The lawsuit will consist of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all Aggrieved Employees. If you have any questions or concerns, please do not hesitate to contact me at the above number and email address.

Respectfully,

*/s/ Nicholas J. De Blouw*

Nicholas J. De Blouw Esq.

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February 19, 2026  
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**VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT**

|                                        |                                        |
|----------------------------------------|----------------------------------------|
| Labor and Workforce Development Agency | Niello Investments II, LP              |
| Online Filing                          | Certified Mail #9589071052703647148576 |
|                                        | Martin Camsey                          |
|                                        | 1481 River Park Drive                  |
|                                        | Sacramento, CA 95815                   |

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Pursuant to Labor Code § 204 & 210, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages, including the minimum, overtime and meal and rest break penalties described above. Plaintiff further contends that Defendant failed to provide him and other Aggrieved Employees with accurate wage statements in violation of California Labor Code section 226(a). Plaintiff and the Aggrieved Employees were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code

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Respectfully,

*/s/ Nicholas J. De Blouw*

Nicholas J. De Blouw Esq.

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Fax: (858) 551-1232

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[nick@bamlawca.com](mailto:nick@bamlawca.com)

WRITERS EXT:  
1004

February 19, 2026  
CA3754

**VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT**

|                                                         |                                                                                                                                                       |
|---------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|
| Labor and Workforce Development Agency<br>Online Filing | Niello Bavarian Automobiles, Inc.<br>Certified Mail #9589071052703647148538<br>Richard L. Niello Jr.<br>1481 River Park Drive<br>Sacramento, CA 95815 |
|---------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|

**AMENDED NOTICE FOR LWDA CASE NO. LWDA-CM-1139290-25**

RE: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California, and Violation of Applicable Industrial Welfare Commission Wage Order(s) brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

Plaintiff sent PAGA notices on November 19, 2025 to Niello Bavarian Automobiles II, Inc., Niello Bavarian Automobiles, Inc., Niello Imports II, Inc., Niello Imports of Rocklin, Inc., Niello Investments I, LP, Niello Investments II, LP, Niello L.P., Niello Motor Car Company, Niello Performance Motors, II, Inc., Niello Performance Motors, Inc., R.L. Niello Co., Inc. and The Niello Company (collectively referred to as “Defendant”). After the submission of the original PAGA notices, Plaintiff was made aware that a typo existed as to the beginning of the PAGA Period. Plaintiff is providing this amended PAGA notice in order to correct the typo regarding the beginning of the PAGA Period, which is November 19, 2024, as set forth below. Plaintiff is also providing this amended PAGA notice in order to clarify that, since Plaintiff’s employment with Defendant ended in April of 2025 as alleged in the original PAGA notices, Plaintiff also alleges that Defendant failed to provide wages when due in violation of Cal. Lab. Code §§ 201, 202 and 203, as set forth below.

“Aggrieved Employees” refers to all individuals who are or previously were employed by Niello Bavarian Automobiles II, Inc. and/or Niello Bavarian Automobiles, Inc. and/or Niello Imports II, Inc. and/or Niello Imports of Rocklin, Inc. and/or Niello Investments I, LP and/or Niello Investments II, LP and/or Niello L.P. and/or Niello Motor Car Company and/or Niello Performance Motors, II, Inc. and/or Niello

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Performance Motors, Inc. and/or R.L. Niello Co., Inc. and/or The Niello Company (collectively referred to as “Defendant”) in California, including any employees staffed with Niello Bavarian Automobiles II, Inc. and/or Niello Bavarian Automobiles, Inc. and/or Niello Imports II, Inc. and/or Niello Imports of Rocklin, Inc. and/or Niello Investments I, LP and/or Niello Investments II, LP and/or Niello L.P. and/or Niello Motor Car Company and/or Niello Performance Motors, II, Inc. and/or Niello Performance Motors, Inc. and/or R.L. Niello Co., Inc. and/or The Niello Company by a third party, and classified as non-exempt employees during the time period of November 19, 2024 until a date as determined by the Court (“PAGA Period”). Our offices represent Maria G. Gonzalez (“Plaintiff”) and other Aggrieved Employees in a lawsuit against Defendant. Plaintiff was employed by Defendant in California from November of 2022 until April of 2025. Plaintiff worked for Defendant as a Receptionist at 4545 Granite Drive, Rocklin, California 95677.

Plaintiff was at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages, for all of their missed meal and rest breaks, for all of their time spent working off the clock as described further below, and for businesses expenses incurred but not reimbursed.

As to Plaintiff’s off the clock work, Plaintiff would sometimes have to wait for the computer to boot up in order to be able to clock in. Often times, there were issues logging in, meaning Plaintiff’s password wasn’t recognized or the computer experienced delays in presenting Plaintiff with the log in screen. As such, Plaintiff sometimes sacrificed time and worked off the clock as she was not able to log in promptly upon her daily arrival. This process then repeated itself when Plaintiff was poised to check out for the day.

Yet the extent of Plaintiff’s unpaid off the clock time didn’t end there, not even close. In fact, there was a mandatory group chat that was active long after Plaintiff left work for the day. These text messages included the car wash department, notifications from sales, alerts from the rental car group and more. Defendant required Plaintiff to keep track of these messages nightly to ensure she knew of her assignments when she arrived in the morning. The constant barrage of incoming text messages ensured that Plaintiff was never fully off the clock. In a common theme, this off the clock time went unpaid by Defendant in violation of Cal. Lab. Codes Sections 510, 1194, 1197, 1197.1 and 1198.

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Further, per the paragraph directly above, Plaintiff was required to access her personal cell phone to communicate with other departments during, and after, her work day. During the PAGA Period, Plaintiff and other Aggrieved Employees were required to purchase such cellular phones. Despite requiring Plaintiff and other Aggrieved Employees to purchase their personal cellular phones to perform the job, Defendant failed to reimburse Plaintiff for all of her cellular phone related expenses that she incurred as a result of her job duties for Defendant in violation of Cal. Lab. Code Section 2802. Defendant failed to reimburse Plaintiff for the costs associated with her cell phone use in violation of Cal. Lab. Code Section 2802 during the PAGA period.

During the PAGA period Plaintiff and other Aggrieved Employees were not able to always take the legally required meal and rest periods which is in violation of Cal. Labor Codes Sections 226.7 and 512. In all cases, Plaintiff had to stay on task and on time with Defendant's burdensome schedule and attend to the constant flow of required tasks, including but not limited to communicating with the service department, the sales department, the finance department, and all customers, thereby foregoing all of her rest breaks in the process. As such, Plaintiff never received a single rest break during her entire employment term. A review of Plaintiff's pay stubs reveals that Defendant failed to pay Plaintiff for all of her rest and meal break violations. It was common knowledge that Defendant simply didn't provide rest breaks. Nonetheless, Plaintiff didn't receive any rest break premiums at any point during her employment term, meaning she didn't enjoy the benefits of these legally protected rest breaks nor her rightful premiums for missing such breaks.

Further, Plaintiff was required to carry a walkie-talkie (radio) at all times during her workday. As such, Plaintiff was on constant call as Defendant had little regard for her time or her meal and rest breaks. These alerts arrived during what should have been Plaintiff's uninterrupted lunch breaks, meaning Plaintiff was left to carry out these orders from Defendant in lieu of enjoying her legally protected meal breaks. Considering as much, one would think that Plaintiff's pay stubs would be littered with meal period premiums. That is hardly the case as very few such penalties can be found. As a result of the above, Defendant violated Cal. Labor Code Sections 226.7, 512 & 1198.

Pursuant to Labor Code § 204 & 210, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages, including the minimum, overtime and meal and rest break penalties described above. Plaintiff further contends that Defendant failed to provide him and other Aggrieved Employees with accurate wage statements in violation of California Labor Code section 226(a). Plaintiff and the Aggrieved Employees were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code

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Section 226(a)(9). The wage statements Defendant provided to Plaintiff and the Aggrieved employees failed to identify the number of hours worked and hourly rates. Additionally, Defendant violated Cal. Lab. Code Section 226(a)(8) by failing to correctly list the name of the legal entity that employs Plaintiff and other Aggrieved Employees.

Finally, as described in detail in this notice, Defendant failed to pay all wages and premiums owed to Plaintiff and Aggrieved Employees during their employment and also failed to timely pay those amounts due and earned to departing employees upon separation of employment, such as when Plaintiff's employment with Defendant ended in April of 2025, in violation of California Labor Code Sections 201-204. Defendant also failed to pay the waiting time penalties owed to Plaintiff and other Aggrieved Employees that stemmed from the non-payment of wages and premiums owed based on the allegations above.

This notice is provided to enable Plaintiff to proceed with a Complaint against Defendant as authorized by California Labor Code section 2699. The lawsuit will consist of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all Aggrieved Employees. If you have any questions or concerns, please do not hesitate to contact me at the above number and email address.

Respectfully,

*/s/ Nicholas J. De Blouw*

Nicholas J. De Blouw Esq.

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Online Filing

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Sacramento, CA 95815

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This notice is provided to enable Plaintiff to proceed with a Complaint against Defendant as authorized by California Labor Code section 2699. The lawsuit will consist of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all Aggrieved Employees. If you have any questions or concerns, please do not hesitate to contact me at the above number and email address.

Respectfully,

*/s/ Nicholas J. De Blouw*

Nicholas J. De Blouw Esq.

**BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

**2255 CALLE CLARA  
LA JOLLA, CALIFORNIA 92037**

Web Site: [www.bamlawca.com](http://www.bamlawca.com)

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

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[nick@bamlawca.com](mailto:nick@bamlawca.com)

WRITERS EXT:  
1004

February 19, 2026  
CA3754

**VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT**

|                                        |                                        |
|----------------------------------------|----------------------------------------|
| Labor and Workforce Development Agency | Niello Imports II, Inc.                |
| Online Filing                          | Certified Mail #9589071052703647148545 |
|                                        | Richard Niello                         |
|                                        | 1481 River Park Drive                  |
|                                        | Sacramento, CA 95815                   |

**AMENDED NOTICE FOR LWDA CASE NO. LWDA-CM-1139290-25**

RE: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California, and Violation of Applicable Industrial Welfare Commission Wage Order(s) brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

Plaintiff sent PAGA notices on November 19, 2025 to Niello Bavarian Automobiles II, Inc., Niello Bavarian Automobiles, Inc., Niello Imports II, Inc., Niello Imports of Rocklin, Inc., Niello Investments I, LP, Niello Investments II, LP, Niello L.P., Niello Motor Car Company, Niello Performance Motors, II, Inc., Niello Performance Motors, Inc., R.L. Niello Co., Inc. and The Niello Company (collectively referred to as “Defendant”). After the submission of the original PAGA notices, Plaintiff was made aware that a typo existed as to the beginning of the PAGA Period. Plaintiff is providing this amended PAGA notice in order to correct the typo regarding the beginning of the PAGA Period, which is November 19, 2024, as set forth below. Plaintiff is also providing this amended PAGA notice in order to clarify that, since Plaintiff’s employment with Defendant ended in April of 2025 as alleged in the original PAGA notices, Plaintiff also alleges that Defendant failed to provide wages when due in violation of Cal. Lab. Code §§ 201, 202 and 203, as set forth below.

“Aggrieved Employees” refers to all individuals who are or previously were employed by Niello Bavarian Automobiles II, Inc. and/or Niello Bavarian Automobiles, Inc. and/or Niello Imports II, Inc. and/or Niello Imports of Rocklin, Inc. and/or Niello Investments I, LP and/or Niello Investments II, LP and/or Niello L.P. and/or Niello Motor Car Company and/or Niello Performance Motors, II, Inc. and/or Niello

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Plaintiff was at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages, for all of their missed meal and rest breaks, for all of their time spent working off the clock as described further below, and for businesses expenses incurred but not reimbursed.

As to Plaintiff’s off the clock work, Plaintiff would sometimes have to wait for the computer to boot up in order to be able to clock in. Often times, there were issues logging in, meaning Plaintiff’s password wasn’t recognized or the computer experienced delays in presenting Plaintiff with the log in screen. As such, Plaintiff sometimes sacrificed time and worked off the clock as she was not able to log in promptly upon her daily arrival. This process then repeated itself when Plaintiff was poised to check out for the day.

Yet the extent of Plaintiff’s unpaid off the clock time didn’t end there, not even close. In fact, there was a mandatory group chat that was active long after Plaintiff left work for the day. These text messages included the car wash department, notifications from sales, alerts from the rental car group and more. Defendant required Plaintiff to keep track of these messages nightly to ensure she knew of her assignments when she arrived in the morning. The constant barrage of incoming text messages ensured that Plaintiff was never fully off the clock. In a common theme, this off the clock time went unpaid by Defendant in violation of Cal. Lab. Codes Sections 510, 1194, 1197, 1197.1 and 1198.

As a part of Plaintiff’s job, Plaintiff was required to use her personal cell phone for a security application that was used to locate vehicles on Defendant’s parking lot.

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During the PAGA period Plaintiff and other Aggrieved Employees were not able to always take the legally required meal and rest periods which is in violation of Cal. Labor Codes Sections 226.7 and 512. In all cases, Plaintiff had to stay on task and on time with Defendant's burdensome schedule and attend to the constant flow of required tasks, including but not limited to communicating with the service department, the sales department, the finance department, and all customers, thereby foregoing all of her rest breaks in the process. As such, Plaintiff never received a single rest break during her entire employment term. A review of Plaintiff's pay stubs reveals that Defendant failed to pay Plaintiff for all of her rest and meal break violations. It was common knowledge that Defendant simply didn't provide rest breaks. Nonetheless, Plaintiff didn't receive any rest break premiums at any point during her employment term, meaning she didn't enjoy the benefits of these legally protected rest breaks nor her rightful premiums for missing such breaks.

Further, Plaintiff was required to carry a walkie-talkie (radio) at all times during her workday. As such, Plaintiff was on constant call as Defendant had little regard for her time or her meal and rest breaks. These alerts arrived during what should have been Plaintiff's uninterrupted lunch breaks, meaning Plaintiff was left to carry out these orders from Defendant in lieu of enjoying her legally protected meal breaks. Considering as much, one would think that Plaintiff's pay stubs would be littered with meal period premiums. That is hardly the case as very few such penalties can be found. As a result of the above, Defendant violated Cal. Labor Code Sections 226.7, 512 & 1198.

Pursuant to Labor Code § 204 & 210, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages, including the minimum, overtime and meal and rest break penalties described above. Plaintiff further contends that Defendant failed to provide him and other Aggrieved Employees with accurate wage statements in violation of California Labor Code section 226(a). Plaintiff and the Aggrieved Employees were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code

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Labor and Workforce Development Agency  
Online Filing

Niello Imports of Rocklin, Inc.  
Certified Mail #9589071052703647148552  
Richard L. Niello  
1481 River Park Drive  
Sacramento, CA 95815

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Section 226(a)(9). The wage statements Defendant provided to Plaintiff and the Aggrieved employees failed to identify the number of hours worked and hourly rates. Additionally, Defendant violated Cal. Lab. Code Section 226(a)(8) by failing to correctly list the name of the legal entity that employs Plaintiff and other Aggrieved Employees.

Finally, as described in detail in this notice, Defendant failed to pay all wages and premiums owed to Plaintiff and Aggrieved Employees during their employment and also failed to timely pay those amounts due and earned to departing employees upon separation of employment, such as when Plaintiff's employment with Defendant ended in April of 2025, in violation of California Labor Code Sections 201-204. Defendant also failed to pay the waiting time penalties owed to Plaintiff and other Aggrieved Employees that stemmed from the non-payment of wages and premiums owed based on the allegations above.

This notice is provided to enable Plaintiff to proceed with a Complaint against Defendant as authorized by California Labor Code section 2699. The lawsuit will consist of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all Aggrieved Employees. If you have any questions or concerns, please do not hesitate to contact me at the above number and email address.

Respectfully,

*/s/ Nicholas J. De Blouw*

Nicholas J. De Blouw Esq.

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[nick@bamlawca.com](mailto:nick@bamlawca.com)

WRITERS EXT:

1004

February 19, 2026

CA3754

**VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT**

Labor and Workforce Development Agency  
Online Filing

Niello L.P.  
Certified Mail #9589071052703647148583  
Richard L, Niello  
2701 Arden Way  
Sacramento, CA 95815

**AMENDED NOTICE FOR LWDA CASE NO. LWDA-CM-1139290-25**

RE: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California, and Violation of Applicable Industrial Welfare Commission Wage Order(s) brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

Plaintiff sent PAGA notices on November 19, 2025 to Niello Bavarian Automobiles II, Inc., Niello Bavarian Automobiles, Inc., Niello Imports II, Inc., Niello Imports of Rocklin, Inc., Niello Investments I, LP, Niello Investments II, LP, Niello L.P., Niello Motor Car Company, Niello Performance Motors, II, Inc., Niello Performance Motors, Inc., R.L. Niello Co., Inc. and The Niello Company (collectively referred to as “Defendant”). After the submission of the original PAGA notices, Plaintiff was made aware that a typo existed as to the beginning of the PAGA Period. Plaintiff is providing this amended PAGA notice in order to correct the typo regarding the beginning of the PAGA Period, which is November 19, 2024, as set forth below. Plaintiff is also providing this amended PAGA notice in order to clarify that, since Plaintiff’s employment with Defendant ended in April of 2025 as alleged in the original PAGA notices, Plaintiff also alleges that Defendant failed to provide wages when due in violation of Cal. Lab. Code §§ 201, 202 and 203, as set forth below.

“Aggrieved Employees” refers to all individuals who are or previously were employed by Niello Bavarian Automobiles II, Inc. and/or Niello Bavarian Automobiles, Inc. and/or Niello Imports II, Inc. and/or Niello Imports of Rocklin, Inc. and/or Niello Investments I, LP and/or Niello Investments II, LP and/or Niello L.P. and/or Niello Motor Car Company and/or Niello Performance Motors, II, Inc. and/or Niello

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Plaintiff was at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages, for all of their missed meal and rest breaks, for all of their time spent working off the clock as described further below, and for businesses expenses incurred but not reimbursed.

As to Plaintiff’s off the clock work, Plaintiff would sometimes have to wait for the computer to boot up in order to be able to clock in. Often times, there were issues logging in, meaning Plaintiff’s password wasn’t recognized or the computer experienced delays in presenting Plaintiff with the log in screen. As such, Plaintiff sometimes sacrificed time and worked off the clock as she was not able to log in promptly upon her daily arrival. This process then repeated itself when Plaintiff was poised to check out for the day.

Yet the extent of Plaintiff’s unpaid off the clock time didn’t end there, not even close. In fact, there was a mandatory group chat that was active long after Plaintiff left work for the day. These text messages included the car wash department, notifications from sales, alerts from the rental car group and more. Defendant required Plaintiff to keep track of these messages nightly to ensure she knew of her assignments when she arrived in the morning. The constant barrage of incoming text messages ensured that Plaintiff was never fully off the clock. In a common theme, this off the clock time went unpaid by Defendant in violation of Cal. Lab. Codes Sections 510, 1194, 1197, 1197.1 and 1198.

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Further, per the paragraph directly above, Plaintiff was required to access her personal cell phone to communicate with other departments during, and after, her work day. During the PAGA Period, Plaintiff and other Aggrieved Employees were required to purchase such cellular phones. Despite requiring Plaintiff and other Aggrieved Employees to purchase their personal cellular phones to perform the job, Defendant failed to reimburse Plaintiff for all of her cellular phone related expenses that she incurred as a result of her job duties for Defendant in violation of Cal. Lab. Code Section 2802. Defendant failed to reimburse Plaintiff for the costs associated with her cell phone use in violation of Cal. Lab. Code Section 2802 during the PAGA period.

During the PAGA period Plaintiff and other Aggrieved Employees were not able to always take the legally required meal and rest periods which is in violation of Cal. Labor Codes Sections 226.7 and 512. In all cases, Plaintiff had to stay on task and on time with Defendant's burdensome schedule and attend to the constant flow of required tasks, including but not limited to communicating with the service department, the sales department, the finance department, and all customers, thereby foregoing all of her rest breaks in the process. As such, Plaintiff never received a single rest break during her entire employment term. A review of Plaintiff's pay stubs reveals that Defendant failed to pay Plaintiff for all of her rest and meal break violations. It was common knowledge that Defendant simply didn't provide rest breaks. Nonetheless, Plaintiff didn't receive any rest break premiums at any point during her employment term, meaning she didn't enjoy the benefits of these legally protected rest breaks nor her rightful premiums for missing such breaks.

Further, Plaintiff was required to carry a walkie-talkie (radio) at all times during her workday. As such, Plaintiff was on constant call as Defendant had little regard for her time or her meal and rest breaks. These alerts arrived during what should have been Plaintiff's uninterrupted lunch breaks, meaning Plaintiff was left to carry out these orders from Defendant in lieu of enjoying her legally protected meal breaks. Considering as much, one would think that Plaintiff's pay stubs would be littered with meal period premiums. That is hardly the case as very few such penalties can be found. As a result of the above, Defendant violated Cal. Labor Code Sections 226.7, 512 & 1198.

Pursuant to Labor Code § 204 & 210, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages, including the minimum, overtime and meal and rest break penalties described above. Plaintiff further contends that Defendant failed to provide him and other Aggrieved Employees with accurate wage statements in violation of California Labor Code section 226(a). Plaintiff and the Aggrieved Employees were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code

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Labor and Workforce Development Agency  
Online Filing

Niello Motor Car Company  
Certified Mail #9589071052703647148590  
Nikki Pane  
150 Automall Drive  
Roseville, CA 95661

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Online Filing**

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Richard L. Niello  
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Sacramento, CA 95815**

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Pursuant to Labor Code § 204 & 210, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages, including the minimum, overtime and meal and rest break penalties described above. Plaintiff further contends that Defendant failed to provide him and other Aggrieved Employees with accurate wage statements in violation of California Labor Code section 226(a). Plaintiff and the Aggrieved Employees were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code

**BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

**2255 CALLE CLARA**

**LA JOLLA, CALIFORNIA 92037**

Web Site: [www.bamlawca.com](http://www.bamlawca.com)

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

Section 226(a)(9). The wage statements Defendant provided to Plaintiff and the Aggrieved employees failed to identify the number of hours worked and hourly rates. Additionally, Defendant violated Cal. Lab. Code Section 226(a)(8) by failing to correctly list the name of the legal entity that employs Plaintiff and other Aggrieved Employees.

Finally, as described in detail in this notice, Defendant failed to pay all wages and premiums owed to Plaintiff and Aggrieved Employees during their employment and also failed to timely pay those amounts due and earned to departing employees upon separation of employment, such as when Plaintiff's employment with Defendant ended in April of 2025, in violation of California Labor Code Sections 201-204. Defendant also failed to pay the waiting time penalties owed to Plaintiff and other Aggrieved Employees that stemmed from the non-payment of wages and premiums owed based on the allegations above.

This notice is provided to enable Plaintiff to proceed with a Complaint against Defendant as authorized by California Labor Code section 2699. The lawsuit will consist of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all Aggrieved Employees. If you have any questions or concerns, please do not hesitate to contact me at the above number and email address.

Respectfully,

*/s/ Nicholas J. De Blouw*

Nicholas J. De Blouw Esq.

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Fax: (858) 551-1232

WRITERS E-MAIL:  
[nick@bamlawca.com](mailto:nick@bamlawca.com)

WRITERS EXT:  
1004

February 19, 2026  
CA3754

**VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT**

Labor and Workforce Development Agency  
Online Filing

R. L. Niello Co., Inc.  
Certified Mail #9589071052703647148620  
Richard L. Niello Jr.  
1481 River Park Drive  
Sacramento, CA 95815

**AMENDED NOTICE FOR LWDA CASE NO. LWDA-CM-1139290-25**

RE: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California, and Violation of Applicable Industrial Welfare Commission Wage Order(s) brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

Plaintiff sent PAGA notices on November 19, 2025 to Niello Bavarian Automobiles II, Inc., Niello Bavarian Automobiles, Inc., Niello Imports II, Inc., Niello Imports of Rocklin, Inc., Niello Investments I, LP, Niello Investments II, LP, Niello L.P., Niello Motor Car Company, Niello Performance Motors, II, Inc., Niello Performance Motors, Inc., R.L. Niello Co., Inc. and The Niello Company (collectively referred to as “Defendant”). After the submission of the original PAGA notices, Plaintiff was made aware that a typo existed as to the beginning of the PAGA Period. Plaintiff is providing this amended PAGA notice in order to correct the typo regarding the beginning of the PAGA Period, which is November 19, 2024, as set forth below. Plaintiff is also providing this amended PAGA notice in order to clarify that, since Plaintiff’s employment with Defendant ended in April of 2025 as alleged in the original PAGA notices, Plaintiff also alleges that Defendant failed to provide wages when due in violation of Cal. Lab. Code §§ 201, 202 and 203, as set forth below.

“Aggrieved Employees” refers to all individuals who are or previously were employed by Niello Bavarian Automobiles II, Inc. and/or Niello Bavarian Automobiles, Inc. and/or Niello Imports II, Inc. and/or Niello Imports of Rocklin, Inc. and/or Niello Investments I, LP and/or Niello Investments II, LP and/or Niello L.P. and/or Niello Motor Car Company and/or Niello Performance Motors, II, Inc. and/or Niello

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Performance Motors, Inc. and/or R.L. Niello Co., Inc. and/or The Niello Company (collectively referred to as “Defendant”) in California, including any employees staffed with Niello Bavarian Automobiles II, Inc. and/or Niello Bavarian Automobiles, Inc. and/or Niello Imports II, Inc. and/or Niello Imports of Rocklin, Inc. and/or Niello Investments I, LP and/or Niello Investments II, LP and/or Niello L.P. and/or Niello Motor Car Company and/or Niello Performance Motors, II, Inc. and/or Niello Performance Motors, Inc. and/or R.L. Niello Co., Inc. and/or The Niello Company by a third party, and classified as non-exempt employees during the time period of November 19, 2024 until a date as determined by the Court (“PAGA Period”). Our offices represent Maria G. Gonzalez (“Plaintiff”) and other Aggrieved Employees in a lawsuit against Defendant. Plaintiff was employed by Defendant in California from November of 2022 until April of 2025. Plaintiff worked for Defendant as a Receptionist at 4545 Granite Drive, Rocklin, California 95677.

Plaintiff was at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages, for all of their missed meal and rest breaks, for all of their time spent working off the clock as described further below, and for businesses expenses incurred but not reimbursed.

As to Plaintiff’s off the clock work, Plaintiff would sometimes have to wait for the computer to boot up in order to be able to clock in. Often times, there were issues logging in, meaning Plaintiff’s password wasn’t recognized or the computer experienced delays in presenting Plaintiff with the log in screen. As such, Plaintiff sometimes sacrificed time and worked off the clock as she was not able to log in promptly upon her daily arrival. This process then repeated itself when Plaintiff was poised to check out for the day.

Yet the extent of Plaintiff’s unpaid off the clock time didn’t end there, not even close. In fact, there was a mandatory group chat that was active long after Plaintiff left work for the day. These text messages included the car wash department, notifications from sales, alerts from the rental car group and more. Defendant required Plaintiff to keep track of these messages nightly to ensure she knew of her assignments when she arrived in the morning. The constant barrage of incoming text messages ensured that Plaintiff was never fully off the clock. In a common theme, this off the clock time went unpaid by Defendant in violation of Cal. Lab. Codes Sections 510, 1194, 1197, 1197.1 and 1198.

As a part of Plaintiff’s job, Plaintiff was required to use her personal cell phone for a security application that was used to locate vehicles on Defendant’s parking lot.

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Further, per the paragraph directly above, Plaintiff was required to access her personal cell phone to communicate with other departments during, and after, her work day. During the PAGA Period, Plaintiff and other Aggrieved Employees were required to purchase such cellular phones. Despite requiring Plaintiff and other Aggrieved Employees to purchase their personal cellular phones to perform the job, Defendant failed to reimburse Plaintiff for all of her cellular phone related expenses that she incurred as a result of her job duties for Defendant in violation of Cal. Lab. Code Section 2802. Defendant failed to reimburse Plaintiff for the costs associated with her cell phone use in violation of Cal. Lab. Code Section 2802 during the PAGA period.

During the PAGA period Plaintiff and other Aggrieved Employees were not able to always take the legally required meal and rest periods which is in violation of Cal. Labor Codes Sections 226.7 and 512. In all cases, Plaintiff had to stay on task and on time with Defendant's burdensome schedule and attend to the constant flow of required tasks, including but not limited to communicating with the service department, the sales department, the finance department, and all customers, thereby foregoing all of her rest breaks in the process. As such, Plaintiff never received a single rest break during her entire employment term. A review of Plaintiff's pay stubs reveals that Defendant failed to pay Plaintiff for all of her rest and meal break violations. It was common knowledge that Defendant simply didn't provide rest breaks. Nonetheless, Plaintiff didn't receive any rest break premiums at any point during her employment term, meaning she didn't enjoy the benefits of these legally protected rest breaks nor her rightful premiums for missing such breaks.

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Respectfully,

*/s/ Nicholas J. De Blouw*

Nicholas J. De Blouw Esq.