

FILED
Superior Court Of California,
Sacramento
03/29/2022
kjohanson12
By _____, Deputy
Case Number:
34-2022-00317551

1 MATTHEW J. RUGGLES (SBN 173052)

2 **RUGGLES LAW FIRM**

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9 CHARLES WALKER

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 IN AND FOR THE COUNTY OF SACRAMENTO

12 CHARLES WALKER,

13 Plaintiff,

14 vs.

15 CARMAX AUTO SUPERSTORES, INC., a
16 Virginia corporation; CARMAX AUTO
17 SUPERSTORES CALIFORNIA, LLC, a
18 Virginia limited liability company; and
19 DOES 1 through 50, inclusive,

20 Defendants.

Case No.

**COMPLAINT FOR CIVIL PENALTIES
UNDER THE PRIVATE ATTORNEYS
GENERAL ACT OF 2004
(Cal. Labor Code § 2698, et seq.)**

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COMPLAINT FOR DAMAGES

[illegible]

- a. Failing to provide employees with timely and duty-free meal periods in compliance with the California Labor Code and applicable IWC Wage Orders, failing to maintain accurate records of all meal periods taken or missed, and failing to correctly pay an additional hour's pay for each workday a meal period violation occurred;
- b. Willfully failing to pay employees all minimum wages, overtime wages, and meal period premium wages due within the time period specified by California law when employment terminates;
- c. Failing to maintain accurate records of the hours that employees worked;

1 d. Failing to provide employees with accurate, itemized wage statements
2 containing all the information required by the California Labor Code and
3 applicable IWC Wage Orders.

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

8 5. At all relevant times, Defendant were and are legally responsible for all of the
9 unlawful conduct, policies, practices, acts and omissions as described in each and all of the
10 foregoing paragraphs as the employer of Plaintiff and the Aggrieved Employees. Further,
11 Defendants are responsible for each of the unlawful acts or omissions complained of herein under
12 the doctrine of "respondeat superior."
13

14 **PARTIES**

15 6. Plaintiff CHARLES WALKER is a California resident that worked for
16 Defendants in the County of Sacramento and County of Placer, State of California. Plaintiff is a
17 former employee of Defendants.

18 7. Plaintiff is informed and believes that Defendant CARMAX AUTO
19 SUPERSTORES, INC. is:

- 20 a. A Virginia corporation with its principal place of business in Richmond,
21 Virginia;
22 b. A corporation that conducts business in numerous counties throughout the
23 State of California, including Sacramento County and Placer County; and
24

- 1 c. The former employer of Plaintiff, and the current and/or former employer of
2 the Aggrieved Employees, that suffered and permitted Plaintiff and the
3 Aggrieved Employees to work, and/or controller their wages, hours, and
4 working conditions.

5 8. Plaintiff is informed and believes that Defendant CARMAX AUTO
6 SUPERSTORES CALIFORNIA, LLC is:

- 7 a. A Virginia limited liability company with its principal place of business in
8 Richmond, Virginia;
9
10 b. A Virginia limited liability company that conducts business in numerous
11 counties throughout the State of California, including Sacramento County and
12 Placer County; and
13
14 c. The former employer of Plaintiff, and the current and/or former employer of
15 the Aggrieved Employees, that suffered and permitted Plaintiff and the
16 Aggrieved Employees to work, and/or controller their wages, hours, and
17 working conditions.

18 9. The "Aggrieved Employees" are all non-exempt employees of Defendants in
19 California that performed any work for Defendants during the time period April 3, 2020 to the
20 present.

21 10. The true names and capacities of the Defendants, DOES 1 through 50, whether
22 individual, corporate, associate or otherwise, are unknown to Plaintiff at the time of filing this
23 Complaint and Plaintiff, therefore, sues said Defendants by such fictitious names and will ask
24 leave of Court to amend this Complaint to show their true names or capacities when the same

1 have been ascertained. Plaintiff is informed and believes, and thereupon alleges, that each of the
2 DOE Defendants is, in some manner, responsible for the events and happenings herein set forth
3 and proximately caused injury and damages to the Plaintiff as herein alleged.

4 11. At all times mentioned herein, the Defendants names as Does 1 through 50,
5 inclusive, and each of them, were residents of, doing business in, availed themselves of the
6 jurisdiction of, and/or injured a significant number of the Aggrieved Employees and Plaintiff in
7 the State of California.

8 12. Plaintiff is informed and believes, and thereupon alleges, that at all times herein
9 mentioned, each of the Defendants was the agent, employee, servant, co-venturer, and/or
10 employee of each of the other Defendants and was at all times herein mentioned acting within
11 the scope of said agency, venture, and/or employment and with actual or ostensible authority
12 and/or agency and that each of the Defendants ratified the actions and/or conduct of the others.
13

14 **FACTUAL ALLEGATIONS**

15 13. Plaintiff CHARLES WALKER initially was hired by Defendants in April 2019
16 as a "Business Office Manager Trainee" assigned to the CarMax location in Sacramento,
17 California. After successfully completing training, including the Company's Management
18 Assessment Program, Plaintiff was promoted to the position of Assistant Business Office
19 Manager at the Company's location in Roseville, California. Plaintiff worked as the Assistant
20 Business Office Manager in Roseville until Plaintiff voluntarily resigned his employment
21 effective March 27, 2021. As a Business Office Manager Trainee and later as an Assistant
22 Business Office Manager for Defendants, Plaintiff was familiar with the Company's personnel
23 policies and practices.
24

1 14. During the entire period of Plaintiff's employment with Defendant CARMAX
2 AUTO SUPERSTORES, INC. and Defendant CARMAX AUTO SUPERSTORES
3 CALIFORNIA, LLC, Defendants had and continue to have a practice and policy of failing to
4 provide meal periods to non-exempt workers, failing to pay its non-exempt workers the
5 appropriate one (1) hour of premium pay pursuant to Labor Code section 226.7(b) anytime a non-
6 exempt worker is not provided a timely meal period, failing to pay non-exempt workers the one
7 hour premium payment for an untimely meal period at the employee's base rate of pay instead
8 of the regular rate of pay, failing to provide accurate wage statements, and failing to pay all
9 accrued wages upon termination of employment. During his employment with Defendants,
10 Plaintiff experienced and witnessed examples of each violation.
11

12 15. Instead of complying with the California Labor Code and the applicable IWC
13 Wage Orders, Defendants had and continue to have a policy and practice to only pay the statutory
14 premium payment for a missed/untimely meal when *expressly requested* by the individual
15 employee. As a result of this improper and illegal practice and policy, Defendants failed to
16 provide accurate and complete itemized wage statements to its non-exempt employees in
17 California in violation of Labor Code section 226, and also failed to pay all wages due at
18 separation of employment in violation of Labor Code sections 201-203.
19

20 16. During Plaintiff's employment, Defendants did not pay Plaintiff and similarly
21 situated employees in California the one (1) hour of premium pay as required by Labor Code
22 section 226.7(b) each time any employee was not provided a timely meal period. Instead,
23 Plaintiff was required to notify his supervisor each time he incurred any premium pay for a
24 missed meal period and expressly request that the Employer pay the penalty, a policy and practice
25

1 that applied to all non-exempt employees. As a result, Plaintiff and the Aggrieved Employees
2 did not receive all of the premium pay for missed/untimely meal periods during employment with
3 Defendants. Plaintiff is informed and believes and on that basis alleges that Defendants' policy
4 and practice was applied to all non-exempt employees in California because it was standard
5 policy at both locations that Plaintiff worked at in the Sacramento region.

6
7 17. Plaintiff is informed and believes and on that basis alleged that if and when
8 Defendants did pay an employee the one hour of premium pay required by Labor Code 226.7(c),
9 Defendants incorrectly paid the premium pay at the individual employee's "base rate" instead of
10 paying the one-hour premium pay at the "regular rate of compensation," as required by the
11 California Labor Code.

12 18. Because Defendants did not pay the meal period premium pay as required by
13 Labor Code section 226.7(b), Defendants also failed to provide accurate and complete itemized
14 wage statements to Plaintiff and to the Aggrieved Employees.

15 19. Finally, because Defendants did not pay the meal period premium pay as required
16 by Labor Code section 226.7(b), Defendants also failed to pay all wages due at separation of
17 employment to Plaintiff and the Aggrieved Employees in violation of Labor Code sections 201-
18 203.

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20. Plaintiff incorporates by reference and re-alleges as if fully stated herein all of the preceding paragraphs of the Complaint.

22. California Labor Code section 2699(a) specifically provides for a private right of action to recover penalties for violations of the Labor Code: "Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Section 2699.3."

24. More than 65 days have elapsed since Plaintiff provided notice, but the Labor and Workforce Development Agency has not indicated that it intends to investigate Defendants'

1 Labor Code violations discussed in the notice. Accordingly, Plaintiff may commence a civil
2 action to recover penalties under Labor Code section 2699 pursuant to section 2699.3 for
3 violations of the Labor Code described in this Complaint. These penalties include, but are not
4 limited to, penalties under California Labor Code sections 210, 226.3, 558 and 2699(f)(2).

5 25. In addition, Plaintiff seeks penalties for Defendants' violation of California Labor
6 Code section 1174(d). Pursuant to California Labor Code section 1174.5, any person, including
7 any entity, employing labor who willfully fails to maintain accurate and complete records
8 required by California Labor Code section 1174 is subject to a penalty under section 1174.5.
9 Pursuant to the applicable IWC Order section 7(A)(3), every employer shall keep time records
10 showing when the employee begins and ends each work period. Meal periods and total hours
11 worked daily shall also be recorded. Additionally, pursuant to the applicable IWC Order section
12 7(A)(5), every employer shall keep a record of total hours worked in the payroll period and
13 applicable rates of pay.
14

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

6
7 27. Based on the conduct described in this Complaint, Plaintiff is entitled to an award
8 of civil penalties on behalf of himself, the State of California, and the Aggrieved Employees of
9 Defendants. The exact amount of the applicable penalties, in all, is in an amount to be showing
10 according to proof at trial. These penalties are in addition to all other remedies permitted by law.

11 28. In addition, Plaintiff seeks an award of reasonable attorney's fees and costs
12 pursuant to California Labor Code section 2699(g)(1), which states, "Any employee who prevails
13 in any action shall be entitled to an award of reasonable attorney's fees and costs."

14 **PRAYER FOR RELIEF**

15 Plaintiff CHARLES WALKER, individually, and on behalf of all other Aggrieved
16 Employees of Defendants, prays for relief and judgment against Defendant CARMAX AUTO
17 SUPERSTORIES, INC. and Defendant CARMAX AUTO SUPERSTORES CALIFORNIA,
18 LLC, jointly and severally, as follows:

- 19 1. That the Court declare, adjudge and decree that Defendants violated the California
20 Labor Code by failing to pay all wages owed, including overtime, failure to provide
21 meal periods, failing to maintain accurate records of meal periods, and failing to
22 furnish accurate wage statements;
23
24 2. For all actual, consequential and incidental losses and damages, according to proof;

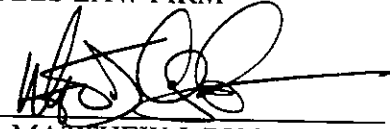
- 1 3. For all civil penalties pursuant to California Labor code section 2699, et seq., and all
2 other applicable Labor Code provisions;
3 4. For an award of reasonable attorney's fees and costs of suit incurred herein pursuant
4 to California Labor Code section 2699; and
5 5. For such other and further relief as the Court may deem equitable and appropriate.
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7 **DEMAND FOR JURY TRIAL**

8 Plaintiff demands a trial by jury as to all causes of action triable by jury.
9

10 DATED: March 28, 2022

RUGGLES LAW FIRM

11 By: 
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MATTHEW J. RUGGLES

Attorney for Plaintiff

CHARLES WALKER
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