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11 *situated*

**ELECTRONICALLY
FILED**
*Superior Court of California,
County of San Francisco*
10/27/2025
Clerk of the Court
BY: MARIVIC VIRAY
Deputy Clerk

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF SAN FRANCISCO**

14 KEVIN CARRETO MENESES, individually,
15 and on behalf of all others similarly situated,

16 Plaintiff,

17 v.

18 INNER CITY LOGISTICS LLC., a California
19 limited liability company; and DOES 1
20 through 50, inclusive,

21 Defendants.

CASE NO.: **CGC-25-630707**

CLASS ACTION COMPLAINT

1. Failure to Provide Required Meal Periods
2. Failure to Provide Required Rest Breaks
3. Failure to Pay Overtime Wages
4. Failure to Pay Minimum Wages
5. Failure to Timely Pay Wages
6. Failure to Pay All Wages Due to Discharged and Quitting Employees
7. Failure to Maintain Required Records
8. Failure to Furnish Accurate Itemized Statements
9. Failure to Indemnify for Necessary Expenditures
10. Unfair and Unlawful Business Practices

REPRESENTATIVE ACTION

11. Penalties Under the Labor Code Private Attorneys General Act

DEMAND FOR JURY TRIAL

INTRODUCTION

This is a class action brought by Kevin Carreto Meneses (“Plaintiff”), behalf of himself and all other similarly situated individuals, against his employer Inner City Logistics LLC (“Inner City” or “Defendant”) in order to hold Defendant accountable for its wage theft and other violations of California wage and hour laws. Defendant is a third party logistics company and is an Amazon Delivery Service Partner. Plaintiff makes the following allegations on information and belief, except as to allegations pertaining to Plaintiff individually, which are based on his respective personal knowledge

1. Defendant is a third party logistics and delivery company which provides delivery and shipping services throughout the San Francisco bay area and surrounding communities, in the State of California. Defendant is a private, for-profit business.

2. Defendant maximizes profits by cutting labor costs, grossly understaffing its work crew, denying meal and rest breaks, systematically requiring off-the-clock work, and cheating its employees out of minimum and overtime wages and premiums.

3. In order to minimize labor costs and thereby maximize profits, Defendant has implemented unlawful policies with respect to meal and rest breaks. Defendant also requires its non-exempt, hourly employees, who are informed that timely deliveries are always the top priority, and it is necessary to work through meal and rest breaks, based upon the needs of Defendant and its customers. As a result, Plaintiff and other non-exempt, hourly employees have been denied the ability to take the meal and rest breaks that they were and are legally entitled to take.

4. Defendant has willfully failed to pay minimum wages by requiring Plaintiff and other non-exempt, hourly employees to perform significant amounts of work off-the-clock by, among other methods, instructing them to stay “on-call” during their meal periods and under the control of Defendant and being “on-call” when able to take rest periods and under the control of Defendant.

5. Defendant has implemented an unlawful policy regarding overtime wages, Defendant requires non-exempt, hourly employees to work through their meal periods resulting in

1 unpaid overtime wages, and other yet to be discovered methods, resulting in the systematic
2 nonpayment of overtime wages to Plaintiff and other non-exempt, hourly employees.

3 6. Plaintiff seeks declaratory, compensatory and other statutorily available relief for
4 himself and a Class of all current and former non-exempt, hourly employees of Defendant during
5 the applicable limitations period to compensate non-exempt, hourly employees for the wages
6 Defendant has stolen from them and to protect current and future workers from being subjected to
7 similar unlawful working conditions perpetrated by Defendant.

8 **JURISDICTION AND VENUE**

9 7. The Superior Court of the State of California has jurisdiction in this matter because
10 Plaintiff is a resident and citizen of California, and Defendant is a California corporation that is
11 qualified to do business in California and regularly conducts business in California. All non-
12 exempt, hourly employees are also residents of California.

13 8. Venue is proper in this judicial district and the County of San Francisco, California
14 since Defendant conducts business in the County of San Francisco and assigned Plaintiff to pickup
15 and deliver products within the County of San Francisco. Defendant's illegal payroll policies and
16 practices, which are the subject of this action, were created and applied to Plaintiff, and other non-
17 exempt, hourly employees within the County of San Francisco, California.

18 **THE PARTIES**

19 9. Plaintiff is a resident and citizen of the State of California and a former employee
20 of Defendant. At all relevant times herein, Plaintiff was hired by Defendant and assigned to drive
21 a delivery van picking up and delivering products. Plaintiff was responsible for delivering and
22 picking up packages as assigned by Defendant.

23 10. Plaintiff, on behalf of himself and all other similarly situated individuals, brings
24 this class action to recover, among other things, wages and penalties from unpaid wages earned
25 and due, including but not limited to, Defendant's failure to provide legally compliant meal and
26 rest breaks and failure to provide proper compensation for missed and otherwise unlawful meal
27 and rest breaks, unpaid and illegally calculated regular and overtime compensation, failure to pay
28

1 time wages failure to pay all wages due to discharged or quitting non-exempt employees, failure to
2 maintain required records and failure to provide accurate itemized wage statements.

3 11. During the statute of limitations period, Defendant conducted business in the State
4 of California. Defendant is a leading Amazon Delivery Service Partners conducting business in
5 the San Francisco Bay Area operating in Milpitas and San Francisco, California.

6 12. Defendant directly or indirectly employed or exercised control over the wages,
7 hours, and working conditions of Plaintiff and other non-exempt, hourly employees, and
8 Defendant committed flagrant violations of California wage and hour laws, including but not
9 limited to, systematically depriving Plaintiff and Class members of the opportunity to take meal
10 and rest breaks and systematically requiring off-the-clock work, in addition to not paying
11 employees overtime wages. Defendant are jointly and severally liable with each of the other
12 unknown defendants for the laws alleged to have been violated herein, including but not limited to
13 violations of the California Labor Code, the California Business and Professions Code, and the
14 applicable Industrial Welfare Commission (“IWC”) wage orders.

15 13. At all relevant times herein, Defendants were the joint employers of Plaintiff and
16 the other Class members. Defendants were alter egos, divisions, affiliates, integrated enterprises,
17 joint employers, subsidiaries, parents, principals, related entities, co-conspirators, authorized
18 agents, partners, joint venturers, and/or guarantors, actual or ostensible, of each other. Each
19 Defendant was completely dominated by his, her or its co-Defendant, and each was the alter ego
20 of the other. Moreover, at all material times there has been extensive interrelation of operations,
21 common management, centralized control of labor relations with respect to Plaintiff and aggrieved
22 employees, and common ownership or financial control between all Defendants.

23 14. The true names and capacities of DOES 1 through 50, inclusive, are unknown to
24 Plaintiff at this time, and Plaintiff therefore sues such defendants under fictitious names. Plaintiff
25 is informed and believes, and thereon alleges, that each defendant designated as a DOE is in some
26 manner highly responsible for the occurrences alleged herein, and that Plaintiff and other
27 aggrieved employees’ injuries and damages, as alleged herein, were proximately caused by the
28

1 conduct of such DOE defendants. Plaintiff will seek leave of the Court to amend this Complaint
2 to allege the true names and capacities of such DOE defendants when ascertained.

3 15. As a direct and proximate result of the unlawful actions of Defendants, Plaintiff
4 and Class members have suffered, and continue to suffer, from loss of earnings in amounts as yet
5 unascertained, but subject to proof at trial, and within the jurisdiction of this Court.

6 **CLASS ACTION ALLEGATIONS**

7 16. Plaintiff brings this action on behalf of himself and the following similarly situated
8 Class of individuals (“Class members”):

9 All non-exempt employees who have performed work for Defendant in
10 the state of California during the relevant statute of limitations period.

11 17. Plaintiff reserves the right to name additional Class representatives as may be
12 necessary and appropriate. Plaintiff also reserves the right to modify or amend the definition of
13 the proposed Class and/or add subclasses before the Court determines whether certification is
14 appropriate.

15 18. This action is appropriately suited for a class action because:

16 A. The proposed Class is a significant number. Plaintiff is informed and believes that
17 the proposed Class consists of at least 50 current and former non-exempt employees. Joinder of
18 all current and former non-exempt employees individually would be impractical, and pursuing this
19 action is a class action is the most efficient way to proceed.

20 B. This action involves common questions of law and fact to the proposed Class
21 because the action focuses on Defendant’s systematic course of illegal payroll practices and
22 policies, which was applied to all non-exempt employees in uniform violation of the California
23 Labor Code, IWC Wage Orders, and the California Business and Professions Code, which
24 prohibits unfair business practices arising from such violations. Here are a few common questions
25 of law and fact that can be answered on a classwide basis:

- 26 • Whether Defendant failed to provide non-exempt employees with legally
27 compliant meal periods and rest breaks;

- Whether Defendant failed to pay overtime to non-exempt employees in compliance with California law;
- Whether Defendant failed to pay minimum wages to non-exempt employees in compliance with California law
- Whether Defendant failed to timely pay wages to non-exempt employees in compliance with California law;
- Whether Defendant failed to maintain required records and accurate wage statements for non-exempt employees;
- Whether Defendant reimbursed non-exempt employees for reasonable and necessary business expenses; and
- Whether Defendant engaged in unfair and/or unlawful business practices.

C. Plaintiff's claims are typical of the proposed Class because Defendant subjected all of its non-exempt employees to the similar and overlapping violations of the California Labor Code, the applicable IWC wage order, and the California Business and Professions Code.

D. Plaintiff is able to fairly and adequately protect the interests of all members of the proposed Class because it is in his best interests to prosecute the claims alleged herein to obtain full compensation due to the proposed Class for all services rendered and hours worked. Plaintiff has also retained counsel that is experienced in wage and hour class action litigation.

FIRST CAUSE OF ACTION

Failure to Provide Required Meal Periods

[Cal. Lab. Code §§ 226.7, 510, 512, 1194, 1197; IWC Wage Order No. 9-2001, § 11, and all other applicable IWC Wage Orders]

(On Behalf of Plaintiff and the Class Against all Defendants)

19. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in paragraphs 1 through 18 (A-D).

20. During the statute of limitations period, as part of Defendant's unlawful policies and practices to deprive their non-exempt employees of all wages earned and due, Defendant required, permitted or otherwise suffered Plaintiff and Class members to perform work during their meal periods, to completely skip their meal periods, to take late and short meal periods, and

1 Defendant has otherwise failed to provide the required meal periods to Plaintiff and Class
2 members as required under California Labor Code §§ 226.7, 512, and § 11 of the applicable IWC
3 Order.

4 21. Defendant has implemented several common policies and practices that have
5 caused Plaintiff and Class members to systematically miss and otherwise take non-compliant meal
6 periods.

7 22. Defendant grossly understaffs its drivers such that Class members are given so
8 much work to complete that they regularly miss or take non-compliant meal periods. As a direct
9 consequence of this understaffing, Plaintiff and Class members have so much work to complete
10 within their scheduled shifts that they are forced to skip their meal periods altogether, to take them
11 after working longer than five (5) hours, to perform work during their meal periods, or return to
12 work after taking less than a thirty (30) minute meal period.

13 23. Moreover, Defendant failed to implement adequate policies or procedures to
14 provide meal periods to its non-exempt employees. Among other things, Defendant overworked
15 Plaintiff and Class members and did not adequately advise them of their rights to take meal
16 periods, and systematically denied them the opportunity to take meal periods, including second
17 meal periods during shifts of ten hours or longer.

18 24. Defendant has also violated California Labor Code §§ 226.7, IWC Wage Order No.
19 9-2001, § 11, all other applicable IWC Wage Orders, and the California Unfair Competition Law,
20 Cal. Bus. & Prof. Code §§ 17200 *et. seq.*, by failing to compensate Plaintiff and Class members
21 who were not authorized and permitted to take a complete, timely, uninterrupted meal period, in
22 accordance with the applicable wage order, one additional hour of compensation at the proper
23 regular rate of pay for each workday that such a meal period was not authorized or permitted.

24 25. Defendant further violated California Labor Code sections 226.7, 510, 1194, 1197,
25 and IWC Wage Order No. 9-2001, and all other applicable IWC Wage Orders, by failing to
26 compensate Plaintiff and Class members for all hours worked during their meal periods.

27 26. As a proximate result of the aforementioned violations, Plaintiff and Class
28 members have been damaged in an amount according to proof at trial, and seek all wages earned

1 and due, interest, penalties, expenses, and costs of suit.

2 **SECOND CAUSE OF ACTION**

3 **Failure to Provide Required Rest Breaks**
4 **[Cal. Lab. Code §§ 226.7, 512; IWC Wage Order No. 9-2001, § 12,**
5 **and all other applicable IWC Wage Orders]**
6 **(On Behalf of Plaintiff and the Class Against all Defendants)**

7 27. Plaintiff incorporates herein by specific reference, as though fully set forth, the
8 allegations in paragraphs 1 through 26.

9 28. At all times relevant herein, as part of Defendant's illegal policies and practices to
10 deprive Plaintiff and the other Class members of all wages earned and due, Defendant failed to
11 permit Plaintiff and Class members to take rest breaks as required under California Labor Code §§
12 226.7 and 512, and § 12 of the applicable IWC Wage Order.

13 29. As with meal periods, Defendant's policies and practices caused Plaintiff and Class
14 members to miss or otherwise take non-compliant rest periods by, among other things, giving
15 them unreasonable amounts of work that had to be completed within their shift such that rest
16 periods simply could not be taken. This was the result of systematic understaffing the number of
17 drivers needed to deliver products. Further, as set forth above, Defendant implemented skeletal
18 staffing policies, which resulted in the inability of Plaintiff and Class members to take compliant
19 rest periods. In addition, Defendant did not adequately notify Plaintiff and Class members of their
20 rights to take rest periods, and systematically denied them the opportunity to take rest periods,
21 including all rest periods required during long shifts, which at times exceeded twelve consecutive
22 hours.

23 30. Defendant further violated California Labor Code § 226.7, IWC Wage Order No. 9-
24 2001, § 12, all other applicable IWC Wage Orders, and the California Unfair Competition Law,
25 Cal. Bus. & Prof. Code §§ 17200 *et. seq.*, by failing to pay Plaintiff and Class members who were
26 not provided with a rest break, in accordance with the applicable wage order, one additional hour
27 of compensation at the proper regular rate of pay for each workday that a rest break was not
28 provided.

31. As a proximate result of the aforementioned violations, Plaintiff and Class

1 members have been damaged in an amount according to proof at trial, and seek all wages earned
2 and due, interest, penalties, expenses, and costs of suit.

3 **THIRD CAUSE OF ACTION**

4 **Failure to Pay Overtime Wages**

5 **[Cal. Lab. Code §§ 510, 1194, 1198; IWC Wage Order No. 9-2001, § 3 and
all other applicable IWC Wage Orders]**

6 **(On Behalf of Plaintiff and the Class against all Defendants)**

7 32. Plaintiff incorporates herein by specific reference, as though fully set forth, the
8 allegations in paragraphs 1 through 31.

9 33. Pursuant to California Labor Code §§ 510, 1194, and IWC Wage Order No. 9-
10 2001, § 3, and all applicable IWC Wage Orders, Defendant is required to compensate Plaintiff and
11 Class members for all overtime, which is calculated at one and one-half (1 ½) times the regular
12 rate of pay for all hours worked in excess of eight (8) hours per day and/or forty (40) hours per
13 week, and for the first eight (8) hours on the seventh consecutive workday, with double time for
14 all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess
15 of eight (8) hours on the seventh consecutive day of work in any workweek.

16 34. Plaintiff and Class members are current and former non-exempt employees entitled
17 to the protections of California Labor Code §§ 510, 1194, IWC Wage Order No. 9-2001, and all
18 applicable IWC Wage Orders. During the statute of limitations period, Defendant failed to
19 compensate Plaintiff and Class members for all overtime hours worked as required under the
20 foregoing provisions of the California Labor Code and IWC Wage Order by, among other
21 methods: failing to pay any overtime compensation; failing to properly calculate the regular rate of
22 pay for the purposes of calculating overtime pay owed and due; requiring, permitting or suffering
23 Plaintiff and Class members to work off the clock; requiring, suffering, or permitting Plaintiff and
24 Class members to work through meal and rest periods but not compensating them for this time,
25 failing to include this time in all hours worked; and other methods to be discovered.

26 35. In a short-sighted attempt to maximize profits, Defendant understaffed the number
27 of its delivery drivers. Not only has this practice resulted in widespread missed meal and rest
28 breaks, but it has also caused Plaintiff and Class members to perform significant amounts of work

1 while off-the-clock. Defendant are aware that Plaintiff and Class members perform this work off-
2 the-clock work because managers see them doing this work well before the beginning the start of
3 their scheduled shifts.

4 36. In violation of California law, Defendant has knowingly and willfully refused to
5 perform their obligations to compensate Plaintiff and Class members for all wages earned and all
6 hours worked at the legally required rates of pay. As a proximate result, Plaintiff and Class
7 members have suffered, and continue to suffer, substantial losses related to the use and enjoyment
8 of such wages, lost interest on such wages, and expenses and attorneys' fees in seeking to compel
9 Defendant to fully perform their obligations under state law, all to their respective damages in
10 amounts according to proof at time of trial, and within the jurisdiction of this Court.

11 37. Defendant's conduct described herein violates California Labor Code §§ 510, 1194,
12 1198, IWC Wage Order No. 9-2001, § 3, and all other applicable IWC Wage Orders. Therefore,
13 pursuant to California Labor Code §§ 200, 203, 226, 558, 1194, 1197.1, and other applicable
14 provisions under the California Labor Code and IWC Wage Orders, Plaintiff and Class members
15 are entitled to recover the unpaid balance of wages owed to them by Defendant, plus interest,
16 penalties, attorneys' fees, expenses, and costs of suit.

17 **FOURTH CAUSE OF ACTION**

18 **Failure to Pay Minimum Wages**

19 **[Cal. Lab. Code §§ 1194, 1197; IWC Wage Order No. 9-2001, § 4**

20 **and all other IWC Wage Orders]**

21 **(On Behalf of Plaintiff and the Class against all Defendants)**

22 38. Plaintiff incorporates herein by specific reference, as though fully set forth, the
23 allegations in paragraphs 1 through 37.

24 39. Pursuant to Cal. Lab. Code §§ 1194, 1197, § 4 of IWC Wage Order No. 9, and all
25 other applicable IWC Wage Orders, payment to an employee of less than the applicable minimum
26 wage for all hours worked in a payroll period is unlawful.

27 40. During the statute of limitations period, the hourly rates for Plaintiff and Class
28 members were precisely at minimum wage. Based on this common practice, Defendant failed to
actually pay Plaintiff and Class members minimum wages for all hours worked by requiring,

1 permitting or suffering them to work off-the-clock, such as requiring them to work through meal,
2 rest breaks, but not compensating them for this time, and failing to include this time in all hours
3 worked, engaging in an unlawful rounding practice, and other methods to be discovered.

4 41. Defendant's conduct described herein violates Cal. Lab. Code §§ 1194, 1197, § 4
5 of IWC Wage Order No. 9, and all other applicable IWC Wage Orders. As a proximate result of
6 the aforementioned violations, Plaintiff and Class members have been damaged in an amount
7 according to proof at trial. Therefore, pursuant to California Labor Code §§ 200, 203, 226, 558,
8 1194, 1197.1, and any other applicable law, Plaintiff and Class members are entitled to recover the
9 unpaid balance of wages owed to them by Defendant, plus interest, penalties, attorneys' fees,
10 expenses, and costs of suit.

11 **FIFTH CAUSE OF ACTION**
12 **Failure to Pay Timely Wages**
13 **[Cal. Lab. Code §§ 204, 210]**
(On Behalf of Plaintiff and the Class against Defendants)

14 42. Plaintiff incorporates herein by specific reference, as though fully set forth, the
15 allegations in paragraphs 1 through 41.

16 43. California Labor Code § 204 provides that all wages earned by any person in any
17 employment between the 1st and 15th days, inclusive, of any calendar month, other than those
18 wages due upon termination of an employee, are due and payable between the 16th and 26th day
19 of the month during which the labor was performed. California Labor Code § 204 further
20 provides that all wages earned by any person in any employment between the 16th and the last
21 day, inclusive, of any calendar month, other than those wages due upon termination of an
22 employee, are due and payable between the 1st and the 10th day of the following month.
23 California Labor Code § 204 further provides that all wages earned for labor in excess of the
24 normal work period shall be paid no later than the payday for the next regular payroll period.

25 44. During the Class period, Defendant, among other things, willfully failed to pay
26 Plaintiff and Class members all wages earned and due to them, including but not limited to, meal
27 and rest break premiums, overtime payments, and payment for work performed off-the-clock,
28 within any time period permissible under Labor Code § 204.

1 45. As a proximate result of Defendant's unlawful actions and omissions, Plaintiff and
2 Class members are entitled to all available statutory penalties, including but not limited to, civil
3 penalties pursuant to California Labor Code §§ 200, 210, 558, 1194, 1197.1, 2699(a), and other
4 applicable provisions under the California Labor Code and IWC Wage Orders, and an award of
5 costs, expenses, and reasonable attorneys' fees.

6 **SIXTH CAUSE OF ACTION**
7 **Failure to Pay All Wages Due to Discharged and Quitting Employees**
8 **[Cal. Lab. Code §§ 201, 202, 203]**
9 **(On Behalf of Plaintiff and the Class against all Defendants)**

10 46. Plaintiff incorporates herein by specific reference, as though fully set forth, the
11 allegations in paragraphs 1 through 45.

12 47. Pursuant to California Labor Code §§ 201, 202, and 203, Defendant is required to
13 pay all earned and unpaid wages to an employee who is discharged. California Labor Code § 201
14 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid
15 at the time of discharge are due and payable immediately.

16 48. Furthermore, pursuant to California Labor Code § 202, Defendant is required to
17 pay all accrued wages due to an employee no later than seventy-two (72) hours after the employee
18 quits his or her employment, unless the employee provided seventy-two (72) hours previous notice
19 of his or her intention to quit, in which case the employee is entitled to his or her wages at the time
20 of quitting.

21 49. California Labor Code § 203 provides that if an employer willfully fails to pay, in
22 accordance with California Labor Code §§ 201 and 202, any wages of an employee who is
23 discharged or who quits, the employer is liable for waiting time penalties in the form of continued
24 compensation to the employee at the same rate for up to thirty (30) workdays.

25 50. During the statute of limitations period, Defendant has willfully failed to pay
26 accrued wages and other compensation to Plaintiff and Class members in accordance with
27 California Labor Code §§ 201 and 202. Defendant does not have a sufficient policy to provide
28 Plaintiff and Class members with their final paychecks within the timeframes required under
California law. In addition, because Defendant has failed and continue to fail to properly

1 compensate Plaintiff and Class members for all hours worked when due, overtime wages, and
2 compensation for non-compliant meal and rest breaks, Defendant has also willfully failed and
3 continues to fail to pay accrued wages and other compensation to Plaintiff and Class members in
4 accordance with California Labor Code §§ 201 and 202.

5 51. As a result, Plaintiff and Class members are entitled to all available statutory
6 penalties, including the waiting time penalties provided in California Labor Code § 203, together
7 with interest thereon, as well as other available remedies.

8 52. As a proximate result of Defendant's unlawful actions and omissions, Plaintiff and
9 Class members have been deprived of compensation in an amount according to proof at the time
10 of trial, but in excess of the jurisdiction of this Court, and are entitled to recovery of such amounts,
11 plus interest thereon, and attorneys' fees and costs, pursuant to California Labor Code § 1194.

12 **SEVENTH CAUSE OF ACTION**
13 **Failure to Maintain Required Records**
14 **[Cal. Lab. Code §§ 226, 1174; IWC Wage Order No. 9-2001, § 7]**
15 **(On Behalf of Plaintiff and the Class against all Defendants)**

16 53. Plaintiff incorporates herein by specific reference, as though fully set forth, the
17 allegations in paragraphs 1 through 52.

18 54. During the statute of limitations period, as part of Defendant's illegal payroll
19 policies and practices to deprive Plaintiff and Class members of all wages earned and due,
20 Defendant knowingly and intentionally failed to maintain records as required under California
21 Labor Code §§ 226, 1174, and IWC Wage Order No. 9-2001, § 7, including but not limited to, the
22 following records: total daily hours worked by each non-exempt employee; applicable rates of
23 pay; all deductions; meal periods; time records showing when each non-exempt employee begins
24 and ends each workday; and accurate itemized wage statements.

25 55. As a proximate result of Defendant's unlawful actions and omissions, Plaintiff and
26 Class members have been damaged in an amount according to proof at trial, and are entitled to all
27 wages earned and due, plus interest thereon. Additionally, Plaintiff and Class members are
28 entitled to all available statutory penalties, including but not limited to civil penalties pursuant to
California Labor Code §§ 226(e), 226.3, and 1174.5, and an award of costs, expenses, and

1 reasonable attorneys' fees, including but not limited to those provided in California Labor Code §
2 226(e), as well as other available remedies.

3 **EIGHTH CAUSE OF ACTION**

4 **Failure to Furnish Accurate Itemized Wage Statements**
5 **[Cal. Lab. Code §§ 226; IWC Wage Order No. 9-2001, § 7]**
6 **(On Behalf of Plaintiff and the Class against all Defendants)**

7 56. Plaintiff incorporates herein by specific reference, as though fully set forth, the
8 allegations in paragraphs 1 through 55.

9 57. During the statute of limitations period, Defendant routinely failed to provide
10 Plaintiff and Class members with timely, accurate, and itemized wage statements in writing
11 showing each employee's gross wages earned, total hours worked, all deductions made, net wages
12 earned, and all applicable hourly rates in effect during each pay period and the corresponding
13 number of hours worked at each hourly rate, in violation of California Labor Code § 226 and IWC
14 Wage Order No. 9-2001, § 7.

15 58. Defendant's wage statements violate Labor Code § 226 by, among other things,
16 failing to provide Plaintiff and Class members with proper meal and rest breaks and not including
17 in their wage statements one (1) additional hour of compensation at their regular rates of pay for
18 each non-compliant meal or rest break. In addition, Defendant required Plaintiff and Class
19 members to work off-the-clock without compensation and illegally rounded the time that they
20 worked, rendering the wage statements inaccurate.

21 59. Defendant knowingly and intentionally failed to provide Plaintiff and Class
22 members with timely, accurate, and itemized wage statements in accordance with California Labor
23 Code § 226(a) so as to prevent Plaintiff and Class members from being able to determine whether
24 they were being paid for, among other things, all of the hours they worked and at the proper rates
25 of pay.

26 60. As a proximate result of Defendant's unlawful actions and omissions, Plaintiff and
27 Class members have been damaged in an amount according to proof at trial, and seek all wages
28 earned and due, plus interest thereon. Additionally, Plaintiff and Class members are entitled to all
available penalties, including but not limited to penalties pursuant to California Labor Code §§

1 226(e), 226.3, and 1174.5, and an award of costs, expenses, and reasonable attorneys' fees,
2 including but not limited to those provided in California Labor Code § 226(e), as well as other
3 available remedies.

4 **NINTH CAUSE OF ACTION**

5 **Failure to Indemnify for Necessary Expenditures Incurred in Discharge of Duties**
6 **[Cal. Lab. Code § 2802]**
7 **(On Behalf of Plaintiff and the Class against all Defendants)**

8 61. Plaintiff incorporates herein by specific reference, as though fully set forth, the
9 allegations in paragraphs 1 through 60.

10 62. California Labor Code § 2802(a) requires an employer to indemnify an employee
11 for all necessary expenditures or losses incurred by the employee in direct consequence of the
12 discharge of her his or her duties, or of his or her obedience to the directions of the employer.

13 63. During the statute of limitations period, Defendant knowingly and willfully failed
14 to indemnify Plaintiff and Class members for all business expenses and/or losses incurred in direct
15 consequence of the discharge of their duties while working under the direction of Defendant,
16 including but not limited to, the usage personal cellular phones for work related purposes, in
17 violation of California Labor Code § 2802.

18 64. As a proximate result of Defendant's unlawful actions and omissions, Plaintiff and
19 Class members have been damaged in an amount according to proof at trial, and seek
20 reimbursement of all necessary expenditures, plus interest thereon pursuant to California Labor
21 Code § 2802(b). Additionally, Plaintiff and Class members are entitled to all available statutory
22 penalties and an award of costs, expenses, and reasonable attorneys' fees, including those provided
23 in California Labor Code § 2802(c), as well as other available remedies.

24 **TENTH CAUSE OF ACTION**

25 **Unfair and Unlawful Business Practices**
26 **[Cal. Bus. & Prof. Code § 17200 *et. seq.*]**
27 **(On Behalf of Plaintiff and the Class against all Defendants)**

28 65. Plaintiff incorporates herein by specific reference, as though fully set forth, the
allegations in paragraphs 1 through 64.

66. Each and every one of Defendant's acts and omissions in violation of the California

1 Labor Code and/or the applicable IWC Wage Order as alleged herein, including but not limited to,
2 Defendant's failure to provide required meal and rest breaks, failure to pay proper overtime
3 compensation, unlawful rounding and requiring off-the-clock work, failure to pay all wages due to
4 discharged or quitting employees or to pay timely wages, failure to furnish accurate itemized wage
5 statements or to maintain required records all constitute an unfair and unlawful business practice
6 under California Business and Professions Code § 17200 *et seq.*

7 67. Defendant's violations of California wage and hour laws constitute a business
8 practice because the aforementioned acts and omissions were done repeatedly over a significant
9 period of time, and in a systematic manner, to the detriment of Plaintiff and Class members.

10 68. Among other practices, Defendant has avoided payment of wages, overtime wages,
11 the provision of meal and rest breaks, and other benefits as required by the California Labor Code,
12 the California Code of Regulations, and the applicable IWC Wage Order. Further, Defendant has
13 failed to record, report, and pay the correct sums of assessment to the state authorities under the
14 California Labor Code and other applicable regulations.

15 69. As a result of these unfair and unlawful business practices, Defendant has reaped
16 unfair and illegal profits during the Class period at the expense of Plaintiff and Class members,
17 and members of the public. Defendant should be made to disgorge its ill-gotten gains and to
18 restore them to Plaintiff and Class members.

19 70. Defendant's unfair and unlawful business practices entitle Plaintiff and Class
20 members to seek preliminary and permanent injunctive relief, including but not limited to orders
21 that Defendant account for, disgorge, and restore to Plaintiff and Class members the wages and
22 other compensation unlawfully withheld from them. Plaintiff and Class members are entitled to
23 restitution of all monies to be disgorged from Defendant in an amount according to proof at the
24 time of trial.

25 **ELEVENTH CAUSE OF ACTION**
26 **Representative Action for Civil Penalties**
27 **[Cal. Lab. Code §§ 2698- 2699.5]**
28 **(On Behalf of Plaintiff and all Other Aggrieved Employees against all Defendants)**

71. Plaintiff incorporates herein by specific reference as though fully set forth the

1 allegations in paragraphs 1 through 70, with exception of the allegations in Paragraphs 16 through
2 18 (A – D).

3 72. Plaintiff is an “aggrieved employee” within the meaning of California Labor Code
4 § 2699(c), and is a proper representative to bring a civil action on behalf of himself and other
5 current and former non-exempt employees of Defendant pursuant to the procedures specified in
6 California Labor Code § 2699.3, because Plaintiff was employed by Defendant and the alleged
7 violations of the California Labor Code were committed against Plaintiff.

8 73. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”),
9 Labor Code §§ 2698-2699.5, Plaintiff seeks to recover civil penalties, including but not limited to
10 penalties under California Labor Code §§ 2699, 210, 225.5, 226.3, 558, 1174.5, 1197.1, 1199, and
11 IWC Wage Order No. 9-2001, § 20, from Defendant in a representative action for the violations
12 set forth above, including but not limited to violations of California Labor Code §§ 201, 202, 203,
13 226, 226.7, 510, 512, 1174, 1194, 1197, and 1198. Plaintiff is also entitled to an award of
14 reasonable attorneys’ fees and costs pursuant to California Labor Code § 2699(g)(1).

15 74. Pursuant to California Labor Code §§ 2699.3, on August 1, 2025 and August 11,
16 2025, Plaintiff gave written notices by certified mail to the California Labor and Workforce
17 Development Agency (“LWDA”) and Defendant of the specific provisions of the California Labor
18 Code and IWC Wage Orders alleged to have been violated, including the facts and theories to
19 support the alleged violations. Within sixty-five (65) calendar of the postmark date of Plaintiff’s
20 notice letter, the LWDA did not provide notice to Plaintiff that it intends to investigate the alleged
21 violations. Therefore, Plaintiff has complied with all of the requirements set forth in California
22 Labor Code § 2699.3 to commence a representative action under PAGA.

23 **PRAYER FOR RELIEF**

24 **WHEREFORE**, Plaintiff, individually and on behalf of all other persons similarly
25 situated, respectfully prays for relief against Defendant and DOES 1 through 50, inclusive, and
26 each of them, as follows:

- 27 1. For compensatory damages in an amount to be ascertained at trial;
- 28 2. For restitution of all monies due to Plaintiff and Class members, as well as

1 disgorged profits from the unfair and unlawful business practices of Defendant;

2 3. For meal and rest break compensation pursuant to California Labor Code § 226.7
3 and IWC Wage Order No. 9-2001;

4 4. For liquidated damages pursuant to California Labor Code § 1194.2;

5 5. For preliminary and permanent injunctive relief enjoining Defendant from violating
6 the relevant provisions of the California Labor Code and the IWC Wager Orders, and from
7 engaging in the unlawful business practices complained of herein;

8 6. For waiting time penalties pursuant to California Labor Code § 203;

9 7. For statutory and civil penalties according to proof, including but not limited to all
10 penalties authorized by the California Labor Code §§ 210, 225.5, 226(e), 226.3, 354, 1174.5,
11 1197.1, and 2699;

12 8. For interest on the unpaid wages at 10 percent per annum pursuant to California
13 Labor Code §§ 218.6, 1194, 2802, California Civil Code §§ 3287, 3288, and/or any other
14 applicable provision providing for pre-judgment interest;

15 9. For reasonable attorneys' fees and costs pursuant to California Labor Code §§
16 218.5, 226, 1194, 2802, and 2699, and California Civil Code § 1021.5, and/or any other applicable
17 provisions providing for attorneys' fees and costs;

18 10. For declaratory relief;

19 11. For an order requiring and certifying the First through Tenth Causes of Action as a
20 class action;

21 12. For an order appointing Plaintiff as Class representative and Plaintiff's counsel as
22 Class counsel; and

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1 13. For such further relief that the Court may deem just and proper.

2 **DEMAND FOR JURY TRIAL**

3 Plaintiff, on behalf of himself and all others similarly situated, hereby demands a jury trial
4 with respect to all issues triable of right by jury.

5 DATED: October 27, 2025

THE WHEELER LAW FIRM, APC

6
7 By: _____

8 Scott E. Wheeler

Justin A. Wheeler

9 Omar Ibarra

10 *Attorneys for Plaintiff and the Putative Class*
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